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Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

STANDARD ACQUISITION CLAUSES AND CONDITIONS

This manual is produced by the
Supply Program Management Sector
Public Works and Government Services Canada.

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RECORD OF AMENDMENTS

2000

No.	Date	Initials
00-1	June 27/00	BV
00-2	Jan 15/01	DS
00-3	June 14/01	DS
00-4		
00-5		
00-6		

2001

No.	Date	Initials
01-1	June 14/01	DS-
01-2	Dec 10/01	DS
01-3		
01-4		
01-5		
01-6		

2002

No.	Date	Initials
02-1	June 13/02	JD
02-2		
02-3		
02-4		
02-5		
02-6		

2003

No.	Date	Initials
03-1		
03-2		
03-3		
03-4		
03-5		
03-6		

2004

No.	Date	Initials
04-1		
04-2		
04-3		
04-4		
04-5		
04-6		

2005

No.	Date	Initials
05-1		
05-2		
05-3		
05-4		
05-5		
05-6		

RECORD OF ATTENDANCE

DATE	TIME	NAME	ATTENDANCE
10-1	10:00	John Smith	Present
10-2	10:00	John Smith	Present
10-3	10:00	John Smith	Present
10-4	10:00	John Smith	Present
10-5	10:00	John Smith	Present
10-6	10:00	John Smith	Present
10-7	10:00	John Smith	Present
10-8	10:00	John Smith	Present
10-9	10:00	John Smith	Present
10-10	10:00	John Smith	Present

DATE	TIME	NAME	ATTENDANCE
10-11	10:00	John Smith	Present
10-12	10:00	John Smith	Present
10-13	10:00	John Smith	Present
10-14	10:00	John Smith	Present
10-15	10:00	John Smith	Present
10-16	10:00	John Smith	Present
10-17	10:00	John Smith	Present
10-18	10:00	John Smith	Present
10-19	10:00	John Smith	Present
10-20	10:00	John Smith	Present

DATE	TIME	NAME	ATTENDANCE
10-21	10:00	John Smith	Present
10-22	10:00	John Smith	Present
10-23	10:00	John Smith	Present
10-24	10:00	John Smith	Present
10-25	10:00	John Smith	Present
10-26	10:00	John Smith	Present
10-27	10:00	John Smith	Present
10-28	10:00	John Smith	Present
10-29	10:00	John Smith	Present
10-30	10:00	John Smith	Present

RECORD OF AMENDMENTS

1998			2001		
No.	Date	Initials	No.	Date	Initials
1998-1			2001-1		
1998-3	Mar 30/99	CC			

1999			1902		
No.	Date	Initials	No.	Date	Initials
1999-1	May 3/00	BV	2002-1		

2000			2003		
No.	Date	Initials	No.	Date	Initials
2000-1			2003-1		

RECORD OF ACHIEVEMENTS

DATE	NAME	SCORE	REMARKS

DATE	NAME	SCORE	REMARKS

DATE	NAME	SCORE	REMARKS

RECORD OF AMENDMENTS

1992

1995

No.	Date	Initials	No.	Date	Initials
92-1	Feb/93	Am	95-1	June 19	Am
			95-2	Sept	Am.
			95-3	Jan	Sgm

1993

1996

No.	Date	Initials	No.	Date	Initials
✓ 93-1			96-1	June 3	SS
✓ 93-2	May 27/93				
✓ 93-3	DEC 13/93	PP			

1994

1997 / 98

No.	Date	Initials	No.	Date	Initials
94-1	JAN 17	PP	97-1	Feb. 18, 1997	D.M.
94-2	JUNE 24	PP	97-2	Oct 19/97	AP
94-3	JUNE 24	PP	98-1	Mar. 26	DA
			98-2	Aug 18/98	H-S.

STANDARDIZATION OF VOLUMES

1951			1952		
Station	Depth	Time	Station	Depth	Time
101	100	100	101	100	100
102	100	100	102	100	100
103	100	100	103	100	100
104	100	100	104	100	100
105	100	100	105	100	100
106	100	100	106	100	100
107	100	100	107	100	100
108	100	100	108	100	100
109	100	100	109	100	100
110	100	100	110	100	100

1953			1954		
Station	Depth	Time	Station	Depth	Time
111	100	100	111	100	100
112	100	100	112	100	100
113	100	100	113	100	100
114	100	100	114	100	100
115	100	100	115	100	100
116	100	100	116	100	100
117	100	100	117	100	100
118	100	100	118	100	100
119	100	100	119	100	100
120	100	100	120	100	100

1955			1956		
Station	Depth	Time	Station	Depth	Time
121	100	100	121	100	100
122	100	100	122	100	100
123	100	100	123	100	100
124	100	100	124	100	100
125	100	100	125	100	100
126	100	100	126	100	100
127	100	100	127	100	100
128	100	100	128	100	100
129	100	100	129	100	100
130	100	100	130	100	100

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Standard Acquisition Clauses and Conditions Manual



**Synopsis of
Changes**
13 December 2002
(Amendment No. 02-2)

Prepared by:
Operational Policy Directorate

Synopsis



The following revisions are included in **Amendment 02-2** dated 13 December 2002.

SECTION 1 STANDARD INSTRUCTIONS AND CONDITIONS

DSS-MAS 9403, Standard Instructions and Conditions

DSS-MAS 9403-6, Standing Offers

Text revised to add a reference to the Procurement Business Number and update some existing information.

SECTION 2 FORMS

SECTION

2.3, Claim for Exchange Rate Adjustments

Text revised to add a link to PWGSC-TPSGC 9411 form.

SECTION 5 STANDARD PROCUREMENT CLAUSES

Subsection A - Instructions to Bidders/Contractors

A0000C Standard Instructions and Conditions

A0000T Standard Instructions and Conditions

Text revised to delete the reference to the issue date.

A0006T Request for Proposal

CANCELLED - is redundant.

A0011T Work Schedule

Text revised to delete the words "where applicable", because they may conflict with other areas of the Request for Proposal.

A0012T Communications - Solicitation Period

Title revised. Text revised to advise contracting officers on the subject of enquiries and internal communications.

A0038T Air Transportation

A0046D Rules, Orders and Regulations

Title revised. Remarks and Text revised to update the information regarding the Acts.

A7013D Licencing

Remarks revised to add a reference to the controlled goods.

A9089C Subcontract - Permission to

Remarks and Text revised to update the reference to the form PWGSC-TPSGC 1137.

A9109T Procurement Business Number

Text revised to update the information regarding the Procurement Business Number.

A9115D T1204 Government Service Contract Payments

Title, Remarks and Text revised to update the information regarding the new CCRA T1204 slips; also to add information regarding the Procurement Business Number.

A9116D T1204 Information Reporting by Contractor

Title revised to reflect the new CCRA T1204 slip. Text revised to make reference to the Procurement Business Number.

A9117D T1204 Information - Direct Request by Client Department

Title revised to reflect the new CCRA T1204 slip.

Subsection B - Requirements Definition

B3000T Equivalent Substitutes

Title revised. Remarks and Text revised to give more information to contracting officers when dealing with equivalent substitutes.

B4049D Long Lead Time Item List

B4050D Interim Spares List

B4051D Provisioning Parts Breakdown

B4052D Recommended Spare Parts List

Text revised to delete the reference to the controlled goods.

B4061D Technical Data Summary

Remarks and Text revised to add a reference to the controlled goods. The clause is now a FULL clause.

B5001C Design Change/Deviation

Text revised to update the reference to form PWGSC-TPSGC 9038 and add a link to the PWGSC site.

B5007D Design Change or Additional Work

Text revised to link the form PWGSC-TPSGC 9038 to the PWGSC website.

Subsection C - Price

C0306T Proposal and Pre-award Costs

Title revised (in English only) to correct a minor error.

C3010T Exchange Rate Fluctuations

Text revised to update the reference to form PWGSC-TPSGC 9411 and add a link to PWGSC website.

C3015C Exchange Rate/Payment on Delivery

C3020C Exchange Rate/Milestone Payment

Text revised to update the reference to form PWGSC-TPSGC 9411 and to link the form to the PWGSC website; and also to update the reference to the CCRA permit.

C3030C Exchange Rate/Progress Claim

Text revised to update the reference to form PWGSC-TPSGC 9411 and to link the form to the PWGSC website.

C5200T Transportation Costs Information

Remarks revised to add missing information.

C5205C Haulage Rates

Text revised to reinforce the provision of the Haulage Rates Policy and to expand its application to include fair wages in construction contracts.

C5205T Haulage Rates and/or Fair Wage Schedule

Title revised. Remarks and Text revised to reinforce the provision of the Haulage Rates Policy and to expand its application to include the fair wages in construction contracts.

C5210C Fair Wages

NEW - grants the appropriate authority the right to audit the Contractor to ensure that it complies with the Policy.

Subsection D - Delivery, Inspection and Acceptance

D2006D Labelling

Text revised to delete the reference to standard 43-GP-100Pb which CGSB withdrew in May 2002.

D3000D Packaging

Text revised to update the reference to the CGSB standard.

D3010D Dangerous Goods/Hazardous Products

Text revised to correct a minor error in the address.

D3016D Preparation for Delivery

Remarks revised to update the list of Canadian Forces Packaging Specifications.

D3018D Delivery - Preparation

NEW - requires that preparation for delivery of article be in accordance with Canadian Forces Packaging Specification D-LM-008-036/SF-000.

D5510D Quality Assurance Authority

Text revised to advise contractors where they can obtain a copy of the referred National Defence Standard and to update telephone numbers for the QAR.

D5535D AQAP-150 Software Development (QAC F)

CANCELLED - at the request of DND - is not used anymore.

D5540D ISO 9001:2000 Quality Management Systems - Requirement (QAC X)

D5541D ISO 9001:2000 Quality Management Systems - Requirement (QAC Y)

D5542D ISO 9001:2000 Quality Management Systems - Requirement (QAC Z)

Text revised to correct a minor error.

D5543D ISO 9001:2000 Quality Management Systems - Requirement (QAC C)

Title changed. Text revised to make reference to ISO 9001:2000 Quality Management Systems.

D5544D Quality Assurance - ISO 10012-1

Remarks revised to update the references to the different quality assurance systems.

D5801D Acceptance Document (Civilian)

Text revised to update the information regarding the form PWGSC-TPSGC 1205.

Subsection E - Financial Security

E0001T Security Deposits and/or Security Bonds

E0004T Financial Security

E0007T Contract Financial Security

Remarks revised to remove the reference to "Supply Manual Annexes". Text revised to update the TB link.

Subsection F - Industrial Security

F1005D Protected Information - No Document Safeguarding Capability

Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F1006D Security Requirement for Canadian Supplier - No Access to Protected Information

NEW - security requirement for Canadian supplier.

F1010D Document Safeguarding and/or Production Capabilities - No EDP

Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F1015D Reliability Status, Designated Organization Screening and Production Capability - No EDP

F1020D Designated Organization Screening and COMSEC - No EDP

F1025D Designated Organization Screening, Enhanced Reliability and Production Capability - No EDP

F1030D Designated Organization Screening - No Safeguarding of Material Overnight

Title revised. Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F1035D Document Safeguard for Shredding - Protected

F2005D Facility Security Clearance - No Document Safeguarding Capability

F2010D Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP

Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F2015D Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP

F2020D Facility Security Clearance, Document Safeguarding and Production Capabilities/COMSEC - No EDP

F2025D Classified Information/Assets and Document Safeguarding Capability

F2030D Facility Security Clearance and Classified Information/Assets - No Safeguarding of Material Overnight

Text revised to advise of the latest edition of the Industrial Security Manual.

F2035D Reliability Status, Facility Security Clearance and Classified Information/Assets

Title revised. Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F2036D Document Safeguard for Shredding - Designated

CANCELLED - it is now obsolete.

F2037D Document Safeguard for Shredding - Classified

Text revised to reflect latest changes to the security requirements and to advise of the latest edition of the Industrial Security Manual.

F2046C Work Location

F9005D Personnel Security Screening

Text revised to reflect latest changes to the security requirements.

F9012D Canada Customs and Revenue Agency

Text revised to advise that the Contractor must comply with the *Security Requirements for Protection of Sensitive Information Manual*, published by CCRA.

Subsection G - Assurance

G1001D Contractor's Responsibility

Remarks revised to make reference to the TB Risk Management Policy.

Subsection H - Terms of Payment

H3019T Invoicing Instructions

H3020T Invoicing Instructions

H3021D Invoicing Instructions

Text revised to add a reference to the Procurement Business Number.

H3023D T1204 Government Service Contract Payments

Title revised to reflect the new CCRA slip. Text revised to make a reference to the Procurement Business Number.

H3027C Payment of Invoices by Credit Card

H3027T Payment of Invoices by Credit Card

Text revised to delete the reference to American Express Card, and to add more information.

H4002D Progress Reports

H4008C Contract Plan and Report Form

Text revised to update the information regarding form PWGSC-TPSGC 9143.

H5001D Invoicing Instructions

H5002D Invoicing

Text revised to add a reference to the Procurement Business Number.

Subsection K - General Conditions - Modifications

K9015C Ontario Labour Legislation

K9015T Ontario Labour Legislation

Text revised to update the reference to the sections of the Employment Standards Act.

Subsection L - Production Tooling and Special Test Equipment

L0003C Tooling

L0004C Tooling

Text revised to advise that copies of invoice and tooling inventory have to be submitted to the Contracting Authority.

Subsection M - Standing Offers

M0000C Standard Instructions and Conditions

M0000T Standard Instructions and Conditions

Text revised to delete the reference to the issue date.

M0006T Enquiries - Solicitation Stage

SUPERSEDED by clause A0012T.

M1910T Electronic Purchase

NEW - advise of the new web-based desk top purchasing system provided to federal government departments.

M3503C Payment by Credit Card

M3503T Payment by Credit Card

Remarks revised to update the reference to the SM procedure. Text revised to delete the reference to the American Express credit card.

M5205C Haulage Rates

M5205T Haulage Rates and/or Fair Wage Schedule

NEW - reinforce the provision of the Haulage Rates Policy and to expand its application to include fair wages in construction contracts.

M5210C Fair Wage

NEW - grants the appropriate authority the right to audit the Contractor to ensure that it complies with the Policy.

Subsection R - Real Property Contracting

R0001D General Instructions to Tenderers

Text revised to update the information.

R0201D Terms of Payment "B"

Text revised to make a minor change in paragraph TP4.

R0204D Insurance Conditions "E"

Text revised to update the information regarding insurance conditions.

R0205D Contract Security Conditions "F"

Text revised to update the information regarding contract security.

R0206D Submission of Quotation for Contemplated Change Notices

NEW - advises that a contractor must submit a quotation to the Engineer when it has been determined that the cost of the work will be affected due to a contemplated change.

R0207D Dispute Resolution - Conditions "G"

NEW - deals with dispute resolution.

R0208D Dispute Resolution - Rules for Mediation
NEW - deals with rules for mediation of construction disputes.

R0209D Dispute Resolution - Rules for Arbitration
NEW - deals with arbitration proceedings.

R0215D International Sanctions
NEW - deals with goods and services subject to economic sanctions.

R0425D Standard Instructions and Conditions
Text revised to delete the reference to the issue date of the bid solicitation and to make it a FULL clause.

Subsection Z -Canadian Commercial Corporation

Z0608C Quality and Inspection Systems
Remarks revised to update the telephone numbers of the NDQAR.

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**STANDARD ACQUISITION CLAUSES  
AND CONDITIONS MANUAL**

**DATE**  
13 December 2002

**AMENDMENT NO.**  
02-2

**INSTRUCTIONS SHEET**



Please record this amendment on the Record of Amendments page.

The last amendment published was number 02-1.

**SECTION 1**

***Table of Contents***

**Delete p. i**

**Insert p. i**

***DSS-MAS 9403***

**Delete pp. 1 to 5**

**Insert pp. 1 to 5**

***DSS-MAS 9403-6***

**Delete pp. 1 to 7**

**Insert pp. 1 to 7**

**SECTION 2**

***Table of Contents***

**Delete p. 1**

**Insert p. 1**

***Section 2.3***

**Delete p. 1**

**Insert p. 1**

**SECTION 5**

***Subsection A***

**Delete entire section (including supplement)**

**Insert pp. 1 to 107**

***Subsection B***

**Delete entire section (including supplement)**

**Insert pp. 1 to 77**

***Subsection C***

**Delete entire section (including supplement)**

**Insert pp. 1 to 85**

***Subsection D***

**Delete entire section (including supplement)**

**Insert pp. 1 to 66**

***Subsection E***

**Delete entire section**

**Insert pp. 1 to 8**

***Subsection F***

**Delete entire section**

**Insert pp. 1 to 26**

***Subsection G***

**Delete -----**

**Insert Supplement**

***Subsection H***

**Delete entire section (including supplement)**

**Insert pp. 1 to 33**

***Subsection K***

**Delete pp. 75 to 80**

**Insert pp. 75 to 80**

***Subsection L***

**Delete entire section**

**Insert pp. 1 to 6**

***Subsection M***

✓ **Delete** pp. 1 to 53

✓ **Insert** pp. 1 to 55

***Subsection R***

✓ **Delete** pp. 1 to 125

✓ **Insert** pp. 1 to 141

***Subsection Z***



✓ **Delete** Supplement

✓ **Insert** Supplement



Michel Hébert, Director  
Operational Policy Directorate





# Standard Acquisition Clauses and Conditions Manual



## Synopsis of Changes

24 May 2002

(Amendment No. 02-1)

Prepared by:  
Operational Policy Directorate





# Synopsis



The following revisions are included in **Amendment 02-1** dated 24 May 2002.

## SECTION 0 INTRODUCTION

### **Colophon and Introduction**

Text revised to update the information on how to obtain the Manual, electronic and hard copy; and show the print and reprint versions.

## SECTION 1 STANDARD INSTRUCTIONS AND CONDITIONS

**DSS-MAS 9403, Standard Instructions and Conditions**

**DSS-MAS 9403-5, Professional and Research and Development Services**

**DSS-MAS 9403-6, Standing Offers**

Text revised to update the information regarding the provincial taxes; to include a reference to Nunavut, and add other miscellaneous tax information.

## SECTION 2 FORMS

### **SECTION:**

#### **2.2 Contracts Containing Security Requirements**

Title revised. Text revised to add more information regarding contracts containing security requirements, and to advise contracting officers that the form TBS-SCT 350-103 is now available on line and reproduced in paper version in the *Supply Manual*.

#### **2.3 Claim for Exchange Rate Adjustments**

Text revised to reflect the new form's number.

#### **Annex A, Security Requirements Check List**

**DELETED** - at the request of the Canadian and International Industrial Security Directorate because it is now available in both electronic and paper version.

## SECTION 4 SUPPLEMENTAL GENERAL CONDITIONS

### DSS-MAS 9601-1 (4), Hardware Purchase or Lease

Text revised to reflect latest updates concerning certification organizations.

## SECTION 5 STANDARD PROCUREMENT CLAUSES

### Subsection A - Instructions to Bidders/Contractors

#### A0000C, Standard Instructions and Conditions

#### A0000T, Standard Instructions and Conditions

Texts revised to replace the release date of the Amendment of the Manual with "*effective on the issue date of*"; format of the clause has been slightly changed.

#### A0018T, Motors - Specifications

Text revised to reflect latest updates concerning certification organizations.

#### A9070C, Applicable Laws

#### A9070T, Applicable Laws

Remarks and Text revised to correct minor editorial errors. Remarks revised in **french** only to make them consistent with the english.

#### A9110T, Land Claims Set-Aside

Text revised to correct a minor error. Remarks revised in **french** only to be consistent with the english.

#### A9130D, Controlled Goods - Access

#### A9131D, Controlled Goods - Production

Text revised to reflect the new name of the "Controlled Goods Program"; a reference was added to "possess, examine and transfer of goods".

### Subsection B - Requirements Definition

#### B1501D, Electrical Equipment

Remarks and Text revised to reflect latest updates concerning certification organizations.

#### B4049D, Long Lead Time Item List

#### B4050D, Interim Spares List

#### B4051D, Provisioning Parts Breakdown



#### **B4052D, Recommended Spare Parts List**

Remarks and Text revised to advise the Contractor that he must identify any "controlled goods", as defined in the Schedule of the *Defence Production Act*.

#### **B8041D, Catalogue of Materiel (CGCM) on CD-ROM**

Title revised to correct a minor error. Remarks and Text revised to replace references to "Canadian Forces" with "*National Defence*"

### **Subsection C - Price**

#### **C0009T, Sole Bid - Price Support**

Text revised (in **French** only) to make it consistent with the English. No changes to the English text but the date has been changed.

#### **C0212C, Basis of Payment**

#### **C0213C, Basis of Payment**

#### **C0214C, Basis of Payment**

#### **C4005C, Travel and Living Expenses**

Text revised to add a link to the Treasury Board Travel Directive.

### **Subsection D - Delivery, Inspection and Acceptance**

#### **D5510D, Quality Assurance Authority**

Text revised to update telephone numbers of National Defence Quality Assurance Representatives.

### **Subsection F - Industrial Security**

#### **F0001D, Security Requirements**

#### **F0005D, Security Requirements**

**CANCELLED** - the Basic Reliability screening is no longer part of the Government Security Policy.

|                                                                                                               |                                                                                               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>F1005D</b>                                                                                                 | <b>Protected Information - No Document Safeguarding Capability</b>                            |
| <b>F1010D</b>                                                                                                 | <b>Document Safeguarding and/or Production Capabilities - No EDP</b>                          |
| <b>F1015D</b>                                                                                                 | <b>Enhanced Reliability, Designated Security Clearance and Production Capability - No EDP</b> |
| <b>F1020D</b>                                                                                                 | <b>Designated Organization, Designated Security Clearance and COMSEC - No EDP</b>             |
| <b>F1025D</b>                                                                                                 | <b>Designated Organization, Enhanced Reliability and Production Capability - No EDP</b>       |
| <b>F1030D</b>                                                                                                 | <b>Designated Organization - No Safeguarding of Materiel Overnight</b>                        |
| Title revised. Remarks and Text revised to reflect the latest changes done to the Government Security Policy. |                                                                                               |

**F1035D Document Safeguard for Shredding - Protected**

**NEW** - reflects the latest changes done to the Government Security Policy.

**F2005D Facility Security Clearance - No Document Safeguarding Capability**

**F2010D Facility Security Clearance, Document Safeguarding and Production Capabilities -No EDP**

**F2015D Facility Security Clearance, Document Safeguarding and Production Capabilities - No EDP**

**F2020D Facility Security Clearance, Document Safeguarding and Production Capabilities/COMSEC - No EDP**

**F2025D Classified Information/Assets and Document Safeguarding Clearance**

**F2030D Enhanced Reliability, Facility Security Clearance and Classified Information/Assets - No Safeguarding of Materiel Overnight**

**F2035D Enhanced Reliability, Facility Security Clearance and Classified Information/Assets**

**F2037D Document Safeguard for Shredding - Classified**

**F2040D Canadian Contracts - Foreign Contractor/Offeror**

Title revised. Remarks and Text revised to reflect the latest changes done to the Government Security Policy.

**F3010D Site Access Requirements Only**

**NEW** - reflects the new Government Security Policy

**F9005D Personnel Security Screening**

Title revised. Remarks and Text revised to reflect the latest changes done to the Government Security Policy.

**F9010D Foreign Contractor/Offeror - Canadian Organization/Department**

**F9011D Site Access Clearance**

**F9012D Canada Customs and Revenue Agency**

**NEW** - reflect the latest changes done to the Government Security Policy.

## **Subsection K - General Conditions - Modifications**

**K2105D International Sanctions**

Remarks and Text revised to include reference to persons rather than just countries. **This replaces PN-57.**

**K4000D Canadian Content Definition**

Revised to indicate that it is a "FILL-IN clause. Remarks revised to advise that this clause has to be used in conjunction with new clauses K4011T, K4013T and K4014T.

**K4001T Canadian Content Certification - Mandatory with Bids - Solely Limited - Single Item or Aggregate Basis**

Title revised. Remarks and Text revised to advise contracting officers that he must decide prior to the release of the Request for Proposal whether bidders will be required to submit the certification with bid. **This replaces PN-12R.**



**K4002T Canadian Content Certification - Conditionally Limited - Single Item or Aggregate Basis**

Title revised. Remarks revised to make the terminology consistent with the other clauses.

**K4003T Canadian Content Certification - Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Bid**

**K4004T Canadian Content Certification - Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Clause**

Title revised. Remarks and Text revised to advise contracting officers that he must decide prior to the release of the Request for Proposal whether bidders will be required to submit the certification with bid. **This replaces PN-12R.**

**K4005T Canadian Content Certification - Conditionally Limited - Multi-Item Requirements Listed in Bid**

Title revised. Remarks revised to make the terminology consistent with the other clauses.

**K4006T Canadian Content Certification - Conditionally Limited - Multi-Item Requirements Listed in Clause**

Title revised. Remarks and Text revised to make the terminology consistent with the other clauses.

**K4011T Canadian Content Certification - Not Mandatory with Bid - Solely Limited - Single Item or Aggregate Basis**

**K4013T Canadian Content Certification - Not Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Bid**

**K4014T Canadian Content Certification - Not Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Clause**

**NEW** - have been developed in the case where the bidder will be permitted to submit the certification after bid closing. **This replaces PN-12R.**

**K5000D CKTEA Definitions**

Remarks revised to advise that this clause has to be used in conjunction with new clauses K5011T, K5013T and K5014T.

**K5001T CKTEA Certification - Mandatory with Bid - Solely Limited - Single Item or Aggregate Basis**

Title revised. Remarks and Text revised to advise contracting officers that he must decide prior to the release of the Request for Proposal whether bidders will be required to submit the certification with bid. **This replaces PN-54R.**

**K5002T CKTEA Certification - Conditionally Limited - Single Item or Aggregate Basis**

Title revised. Remarks revised to make the terminology consistent with the other clauses.

**K5003T CKTEA Certification - Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Bid**

**K5004T CKTEA Certification - Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Clause**

Title revised. Remarks and Text revised to advise contracting officers that he must decide prior to the release of the Request for Proposal whether bidders will be required to submit the certification with bid. **This replaces PN-54R.**

**K5005T CKTEA Certification - Conditionally Limited - Multi-Item Requirements Listed in Bid**

Title revised. Remarks revised to make the terminology consistent with the other clauses.

**K5006T CKTEA Certification - Conditionally Limited - Multi-Item Requirements Listed in Clause**

Title revised. Remarks and Text revised to make the terminology consistent with the other clauses.

**K5011T CKTEA Certification - Not Mandatory with Bid - Solely Limited - Single Item or Aggregate Basis**

**K5013T CKTEA Certification - Not Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Bid**

**K5014T CKTEA Certification - Not Mandatory with Bid - Solely Limited - Multi-Item Requirements Listed in Clause**

**NEW** - have been developed in the case where the bidder will be permitted to submit the certification after bid closing. **This replaces PN-54R.**

## **Subsection M - Standing Offers**

**M0000C, Standard Instructions and Conditions**

**M0000T, Standard Instructions and Conditions**

Texts revised to replace the release date of the Amendment with "effective on the issue date of"; format of the clause has been changed.

**M2100D, International Sanctions**

Remarks and Text revised to include reference to persons rather than just countries. **This replaces PN-57.**

## **Subsection R - Real Property Contracting**

**R0425D, Standard Instructions and Conditions**

Text revised to replace the release date of the Amendment with "effective on the issue date of"; format of the clause has been changed.

## **Subsection Z - Canadian Commercial Corporation**

### **Z0608C, Quality and Inspection Systems**

Text revised to update the telephone numbers of the National Defence Quality Assurance Representatives.

~~~~~




**STANDARD ACQUISITION CLAUSES
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DATE
24 May 2002

AMENDMENT NO.
02-1

INSTRUCTIONS SHEET



Please record this amendment on the Record of Amendments page.

The last amendment published was number 01-2.



<input checked="" type="checkbox"/> Cover Page	Delete the page	Insert new page
<input checked="" type="checkbox"/> Introduction	Delete pp. 1 to 4	Insert pp. 1 to 4
SECTION 1		
<input checked="" type="checkbox"/> Table of Contents	Delete p. i	Insert p. i
<input checked="" type="checkbox"/> DSS-MAS 9403	Delete pp. 1 to 5	Insert pp. 1 to 5
<input checked="" type="checkbox"/> DSS-MAS 9403-5	Delete pp. 1 to 4	Insert pp. 1 to 5
<input checked="" type="checkbox"/> DSS-MAS 9403-6	Delete pp. 1 to 7	Insert pp. 1 to 7
SECTION 2		
<input checked="" type="checkbox"/> Table of Contents	Delete p. 1	Insert p. 1
<input checked="" type="checkbox"/> Section 2.2	Delete p. 1	Insert p. 1
<input checked="" type="checkbox"/> Annex A	Delete the form	-----
<input checked="" type="checkbox"/> Section 2.3 & Annex B	Delete p. 1	Insert p. 1 AND Annex B
SECTION 4		
<input checked="" type="checkbox"/> Table of Contents	Delete p. i	Insert p. i
<input checked="" type="checkbox"/> DSS-MAS 9601-1	Delete pp. 1 to 4	Insert pp. 1 to 4
SECTION 5		
<input checked="" type="checkbox"/> Subsection A	-----	Insert Supplement (pp. i - vi)
<input checked="" type="checkbox"/> Subsection B	-----	Insert Supplement (pp. i - vi)
<input checked="" type="checkbox"/> Subsection C	-----	Insert Supplement (pp. i - v)
<input checked="" type="checkbox"/> Subsection D	-----	Insert Supplement (pp. i - iii)

Subsection F	Delete Supplement (p. i) AND pp. 1 to 20	Insert pp. 1 to 25
Subsection K	Delete pp. 1 to 73	Insert pp. 1 to 80
Subsection M	-----	Insert Supplement (pp. i - iv)
Subsection R	-----	Insert Supplement (p. i)
Subsection Z	-----	Insert Supplement (p. i)



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10 December 2001

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01-2

INSTRUCTIONS SHEET



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The last amendment published was number 01-1.

SECTION 3

Table of Contents

Delete p. i

Insert p. i ✓

DSS-MAS 9624

Delete pp. 1 AND 17 to 24

Insert pp. 1 AND 17 to 25 ✓

DSS-MAS 9676

Delete p. 1

Insert p. 1 ✓

SECTION 4

Table of Contents

Delete p. i

Insert p. i ✓

DSS-MAS 9601-6

Delete pp. 1 - 8

Insert pp. 1 - 7 ✓

DSS-MAS 9601-7

Delete pp. 1 - 5

Insert pp. 1 - 5 ✓

SECTION 5

Subsection A

Delete Supplement (pp. i - iv)
AND pp. 1 - 104

Insert pp. 1 - 106 ✓

Subsection B

Delete Supplement (pp. i - iii)
AND pp. 1 - 74

Insert pp. 1 - 75 ✓

Subsection C

Delete Supplement II (p. i) AND
Supplement I (p. i - iv) AND pp. 1
- 78

Insert pp. 1 - 79 ✓

Subsection D

Delete Supplement (pp. i - v)
AND pp. 1 - 65

Insert pp. 1 - 65 ✓

Subsection G

Delete Supplement (p. i) AND pp.
1 - 12

Insert pp. 1 - 13 ✓

Subsection K

Delete Supplement (pp. i - xvii)
AND pp. 1 - 58

Insert pp. 1 - 73 ✓

Subsection M

Delete Supplement (pp. i - iii)
AND pp. 1 - 53

Insert pp. 1 - 53 ✓



Subsection R

Delete Supplement (pp. i - xvi)
AND pp. 1 - 126

Insert pp. 1 - 125 ✓

Subsection Z

Delete pp. 1 - 61

Insert pp. 1 - 63 ✓



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DATE
25 May 2001

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01-1

INSTRUCTIONS SHEET



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SECTION 0

Introduction

Delete pp. 1 - 4

Insert pp. 1 - 4 ✓

SECTION 1

DSS-MAS 9403

Delete p. 1

Insert p. 1 ** ✓

DSS-MAS 9403-6

Delete p. 1

Insert p. 1 ** ✓

*Note: Theses pages should
have been part of **printed**
Amendment 00-1.*

SECTION 3

Table of Contents

Delete p. i

Insert p. i ✓

DSS-MAS 9601

Delete pp. 1 - 20

Insert pp. 1 - 20 ✓

DSS-MAS 9601-10

Delete pp. 1 - 10

Insert pp. 1 - 10 ✓

DSS-MAS 9624

Delete pp. 1 - 21

Insert p. 1 - 24 ✓

DSS-MAS 9676

Delete pp. 1 - 17

Insert pp. 1 - 17 ✓

TRA-95

Delete pp. 1 - 14

Insert pp. 1 - 14 ✓

SECTION 4

Table of Contents

Delete p. i

Insert p. i ✓

DSS-MAS 9601-1

Delete p. 1

Insert p. 1 ✓

DSS-MAS 9601-6

Delete pp. 1 - 5

Insert pp. 1 - 8 ✓

DSS-MAS 9601-7

Delete pp. 1 - 4

Insert pp. 1 - 5 ✓



SECTION 5

Subsection A -----

Insert Supplement (pp. i - iv) ✓

Subsection B -----

Insert Supplement (pp. i - iii) ✓

Subsection C -----

Insert Supplement (p. i) ✓

Subsection D -----

Insert Supplement (pp. i - v) ✓

Subsection K -----

Insert Supplement (pp. i - xvii) ✓

Subsection M -----

Insert Supplement (pp. i - iii) ✓

Subsection R -----

Insert Supplement (pp. i - xvi) ✓



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01 December 2000

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00-2

INSTRUCTIONS SHEET



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SECTION 3

Table of Contents

	Delete p. i	Insert p. i ✓
DSS-MAS 1011A	Delete p. 1 AND pp. 5 - 7	Delete p. 1 AND pp. 5 - 7 ✓
DSS-MAS 1026A	Delete pp. 1 - 12	Insert pp. 1 - 13 ✓
DSS-MAS 1026B	Delete pp. 1 - 12	Insert pp. 1 - 13 ✓
DSS-MAS 1034	Delete pp. 1 - 23	Insert pp. 1 - 23 ✓
DSS-MAS 1053	Delete pp. 1 AND 7	Insert pp. 1 AND 7 ✓
DSS-MAS 9329	Delete pp. 1 - 4	Insert pp. 1 - 4 ✓
DSS-MAS 9601	Delete pp. 1 AND 10	Insert pp. 1 AND 10 ✓
DSS-MAS 9601-10	Delete pp. 1 - 4	Insert pp. 1 - 4 ✓
DSS-MAS 9624	Delete pp. 1 - 21	Insert pp. 1 - 21 ✓
DSS-MAS 9676	Delete pp. 1 - 17	Insert pp. 1 - 17 ✓
CCC-50	Delete pp. 1 AND 11	Insert pp. 1 AND 11 ✓
TRA-95	Delete pp. 1 - 14	Insert pp. 1 - 14 ✓

SECTION 5

<i>Subsection A</i>	Delete pp. 1 - 104	Insert pp. 1 - 104 ✓
<i>Subsection B</i>	Delete Supplement (pp. i - iv) AND pp. 1 - 74	Insert pp. 1 - 74 ✓
<i>Subsection C</i>	-----	Insert Supplement (pp. i - iv) ✓
<i>Subsection D</i>	Delete pp. 1 - 64	Insert pp. 1 - 65 ✓

Subsection E	Delete Supplement (pp. i - iii) AND pp. 1 - 9	Insert pp. 1-9 ✓
Subsection F	Delete Supplement (p. i)	Insert Supplement (p. i) ✓
Subsection G	-----	Insert Supplement (p. i) ✓
Subsection H	-----	Insert Supplement (pp. i - iv) ✓
Subsection J	-----	Insert Supplement (p. i) ✓
Subsection K	Delete Supplement (p. i) AND pp. 1 - 57	Insert pp. 1 - 58 ✓
Subsection M	Delete Supplement (p. i - iv) AND pp. 1 AND 9 AND 23	Insert pp. 1 AND 9 AND 23 ✓
Subsection R	Delete pp. 1 - 127	Insert pp. 1 - 126 ✓
Subsection W	-----	Insert Supplement (p. i) ✓
Subsection Y	Delete pp. 1 - 14	Insert pp. 1 - 14



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12 May 2000

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00-1

INSTRUCTIONS SHEET



Please record this amendment on the Record of Amendments page. The last amendment published was number 99-2.

~~Record of Amendments~~

Delete "Amendment 98-1"

Insert "05/2000"

SECTION 1

~~Table of Content~~

Delete p. i

Insert p. i

~~DSS-MAS 9403~~

Delete p. 5

Insert p. 5

~~DSS-MAS 9403-6~~

Delete p. 5

Insert p. 5

SECTION 2

~~Table of Contents~~

Delete p. 1

Insert p. 1

~~2.1~~

~~Delete pp. 1 - 5~~

Insert p. 1 - 5

SECTION 3

~~Table of Contents~~

Delete p. i

Insert p. i

~~DSS-MAS 9601~~

Delete pp. 1 - 4

Insert pp. 1 - 4

~~DSS-MAS 9624~~

Delete pp. 1 - 21

Insert pp. 1 - 21

~~DSS-MAS 9676~~

Delete pp. 1 - 4

Insert pp. 1 - 4

~~CCC-50~~

Delete pp. 1 - 4

Insert pp. 1 - 4

~~TRA-95~~

Delete pp. 1 AND 5

Insert pp. 1 AND 5

SECTION 4

~~Table of Contents~~

Delete p. i

Insert p. i

~~LAB-180~~

Delete pp. 1 - 6

Insert pp. 1 - 4



SECTION 5

<i>Subsection A</i>	Delete Supplement (p. i - iv) AND pp. 1 - 102	Insert pp. 1 - 104
<i>Subsection C</i>	Delete Supplement (p. i - iii) AND pp. 1 - 76	Insert pp. 1 - 78
<i>Subsection D</i>	Delete Supplement (p. i - iv) AND pp. 1 - 63	Insert pp. 1 - 64
<i>Subsection E</i>	-----	Insert Supplement (pp. i - iii)
<i>Subsection H</i>	Delete pp. 1 - 33	Insert pp. 1 - 33
<i>Subsection J</i>	Delete pp. 1 - 11	Insert pp. 1 - 12
<i>Subsection K</i>	-----	Insert Supplement (pp. i - ii)
<i>Subsection M</i>	-----	Insert Supplement (pp. i - iv)
<i>Subsection P</i>	Delete Supplement (p. i - iv) AND pp. 1 - 18	Insert pp. 1 - 18
<i>Subsection R</i>	Delete Supplement (p. i) AND pp. 1 - 124	Insert pp. 1 - 127
<i>Subsection W</i>	Delete pp. 1 - 40	Insert pp. 1 - 42
<i>Subsection Y</i>	Delete pp. 1 - 13	Insert pp. 1 - 14
<i>Subsection Z</i>	Delete Supplement (p. i - iii) AND pp. 1 - 60	Insert pp. 1 - 61



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STANDARD ACQUISITION CLAUSES
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21 June 1999

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99-1

INSTRUCTIONS SHEET



Please record this amendment on the Record of Amendments page. The last amendment published was number 98-3.

SECTION 0

~~Introduction~~

~~Delete~~ p. 1

~~Insert~~ p. 1

SECTION 1

~~Table of Contents~~

~~Delete~~ p. i

~~Insert~~ p. i

~~DSS-MAS 9403~~

~~Delete~~ pp. 1-5

~~Insert~~ pp. 1-5

~~DSS-MAS 9403-5~~

~~Delete~~ pp. 1-4

~~Insert~~ pp. 1-4

~~DSS-MAS 9403-6~~

~~Delete~~ pp. 1-7

~~Insert~~ pp. 1-7

SECTION 2

~~2.1~~

~~Delete~~ pp. 1-6

~~Insert~~ pp. 1-5

~~2.1.1~~

~~Delete~~ p. 1

~~Insert~~ p. 1

SECTION 3

~~Table of Contents~~

~~Delete~~ p. i

~~Insert~~ p. i

~~DSS-MAS 1053~~

~~Delete~~ pp. 1 AND 7

~~Insert~~ pp. 1 AND 7

SECTION 5

~~Subsection A~~

~~Delete~~ Supplement (p. i-
iv) AND pp. 1-100

~~Insert~~ pp. 1-102

~~Subsection B~~

~~Insert~~ Supplement (p. i)

~~Subsection C~~

~~Insert~~ Supplement (p. i)

~~Subsection D~~

~~Delete~~ pp. 1-63

~~Insert~~ pp. 1-63

~~Subsection E~~

~~Delete~~ pp. 1-11

~~Insert~~ pp. 1-9

Subsection H	4 Delete Supplement (p. i-vii) AND pp. 1-31	Insert pp. 1-33
Subsection K	4 Delete Supplement (p. i-iv) AND pp. 1-55	Insert pp. 1 to 58
Subsection M	-----	Insert Supplement (p. i- iii)
Subsection R	4 Delete Supplements (1 & 2) AND pp. 1-118	Insert pp. 1-124
Subsection Z	2 Delete Supplement (p. i)	Insert Supplement (p. i)



Norma Earl
Director, Supply Policy Directorate

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13 December 1999

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99-2

INSTRUCTIONS SHEET



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SECTION 3

~~Table of Contents~~

Delete p. i

Insert p. i

~~DSS-MAS 1026A~~

Delete pp. 1 - 12

Insert pp. 1 - 12

~~DSS-MAS 1026B~~

Delete pp. 1 - 12

Insert pp. 1 - 12

~~DSS-MAS 1034~~

Delete pp. 1 - 23

Insert pp. 1 - 23

SECTION 5

~~Subsection A~~

Insert Supplement (pp. i - iii)

~~Subsection B~~

Delete Supplement (p. i - ii)

Insert Supplement (pp. i - iv)

~~Subsection C~~

Delete Supplement (p. i - iii)

Insert Supplement (pp. i - iii)

~~Subsection D~~

Insert Supplement (pp. i - iv)

~~Subsection F~~

Insert Supplement (pp. i - ii)

~~Subsection M~~

Delete Supplement (p. i - iii)

Insert pp. 1-53

~~Subsection R~~

Insert Supplement (pp. i)

~~Subsection Z~~

Delete Supplement (p. i - ii)

Insert Supplement (pp. i - iii)

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Policy Analysis and Implementation Division

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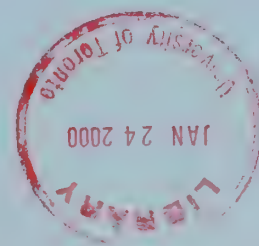
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98-3

INSTRUCTIONS SHEET



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✓ SECTION 0

Introduction

Delete pp. 1-4

Insert pp. 1-4

✓ SECTION 3

Table of Contents

Delete pp. 1 and i

Insert pp. 1 and i

✓ SECTION 4

Table of Contents

Delete pp. 1 and i

Insert pp. 1 and i

SECTION 5

✓ *Subsection A*

Insert Supplement (pp. i -v)

✓ *Subsection D*

Delete pp. 31-61

Insert pp. 31-63

✓ *Subsection G*

Delete pp. 1-11

Insert pp. 1-12

✓ *Subsection H*

Insert Supplement (pp. i-vii)

✓ *Subsection K*

Insert Supplement (pp. i-iv)

✓ *Subsection M*

Delete pp. 1 AND 47

Insert pp. 1 AND 47

✓ *Subsection R*

Insert 2nd Supplement (p. i-xxviii)

✓ *Subsection Z*

Insert Supplement (p. i)

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98-2

INSTRUCTIONS SHEET



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SECTION 0	Delete <i>Table of Contents</i>	Insert <i>Table of Contents</i>
	Introduction	
	Delete pp. 1-3	Insert pp. 1-4
SECTION 1	Table of Contents	
	Delete p. i	Insert p. i AND p. 1
	DSS-MAS 9403	
	Delete pp. 1-5	Insert pp. 1-5
	DSS-MAS 9403-5	
	Delete pp. 1-4	Insert pp. 1-4
	DSS-MAS 9403-6	
	Delete pp. 1-6	Insert pp. 1-7
SECTION 3	Table of Contents	
	Delete p. i	Insert p. i AND p. 1
	DSS-MAS 1034	
	Delete p. 1 AND pp. 17-23	Insert p. 1 AND pp. 17-23
	DSS-MAS 9329	
	Delete pp. 1-4	Insert pp. 1-4
SECTION 4	Table of Contents	
	Delete p. i	Insert p. i AND p. 1
	DSS-MAS 9601-6	
	Delete pp. 1-5	Insert pp. 1-5
	DSS-MAS 9601-7	
	Delete pp. 1-4	Insert pp. 1-4

SECTION 5	<i>Table of Contents</i>	
	Delete pp. 1-4	Insert pp. 1-5
<i>Subsection A</i>	Delete Supplement (pp. i-vi) AND pp. 1-98	Insert pp. 1-100
<i>Subsection C</i>	Delete Supplement (pp. i-iv) AND pp. 1-74	Insert pp. 1-76
<i>Subsection D</i>	Delete pp. 1-59	Insert pp. 1-61
<i>Subsection E</i>	Delete Supplement (pp. i-x) AND pp. 1-8	Insert pp. 1-11
<i>Subsection H</i>	Delete Supplement (p .i) AND pp. 1-30	Insert pp. 1-31
<i>Subsection J</i>	Delete pp. 1-10	Insert pp. 1-11
<i>Subsection K</i>	Delete Supplement (pp. i-iv) AND pp. 1-49	Insert pp. 1-55
<i>Subsection L</i>	Delete Supplement (pp. i-iv) AND pp. 1-7	Insert pp. 1-6
<i>Subsection M</i>	Delete Supplement (pp. i-iii) AND pp. 1-52	Insert pp. 1-53
<i>Subsection R</i>	_____	Insert Supplement (pp. i-iv)
<i>Subsection W</i>	_____	Insert pp. 1-40
SECTION 6	<i>Index by Title</i>	
	Delete pp. 1-19	Insert pp. 1-20
	<i>Index by Reference Number</i>	
	Delete pp. 1-30	Insert pp. 1-32



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16 February 1998

AMENDMENT NO.
98-1



Please record this amendment on the Record of Amendments page. The last amendment published was number 97-2.

INTRODUCTORY PAGES

~~Delete:~~

- ~~Cover Page~~
- ☒ Record of Amendments
- ~~Table of Contents~~

~~Insert NEW:~~

- ☒ Cover Page
- ☒ Record of Amendments
- ~~Table of Contents~~

SECTION 0

- ~~Introduction~~
- ☒ Delete p. 1

Insert p. 1

SECTION 3

- ~~Table of Content~~
- ☒ Delete p. i

Insert p. i

~~DSS-MAS 1011A~~

~~Delete pp. 1-7~~

Insert pp. 1-6

~~DSS-MAS 1026A~~

☒ Delete pp. 1-12

Insert pp. 1-12

~~DSS-MAS 1026B~~

☒ Delete pp. 1-12

Insert pp. 1-12

~~DSS-MAS 1031-2~~

☒ Delete pp. 1-5

Insert pp. 1-5

~~DSS-MAS 1034~~

☒ Delete pp. 1-23

Insert pp. 1-23

~~DSS-MAS 1053~~

☒ Delete pp. 1-7

Insert pp. 1-7

~~DSS-MAS 9329~~

☒ Delete pp. 1-4

Insert pp. 1-4

~~DSS-MAS 9601~~

☒ Delete pp. 1-21

Insert pp. 1- 20

~~DSS-MAS 9601-10~~

☒ Delete pp. 1-11

Insert pp. 1-10



✓ DSS-MAS 9624 Delete pp. 1-23	Insert pp. 1-21
✓ DSS-MAS 9676 Delete pp. 1-18	Insert pp. 1-17
✓ CCC50 Delete pp. 1-11	Insert pp. 1-11
✓ TRA-95 Delete pp. 1-14	Insert pp. 1-14

SECTION 4

✓ Cover Page Delete p. i	Insert p. i
✓ DSS-MAS 1028 Delete pp. 1-6	Insert pp. 1-6
✓ DSS-MAS 1029 Delete pp. 1-6	Insert pp. 1-5
✓ DSS-MAS 1033 Delete pp. 1-10	Insert pp. 1-8
✓ DSS-MAS 1035 Delete p. 1	_____
✓ DSS-MAS 1036 Delete pp. 1-3	Insert pp. 1-3
✓ DSS-MAS 9601-1 Delete pp. 1.10	Insert pp. 1-10
✓ DSS-MAS 9601-2 Delete pp. 1-8	Insert pp. 1-8
✓ DSS-MAS 9601-3 Delete pp. 1-4	Insert pp. 1-4
✓ DSS-MAS 9601-4 Delete pp. 1-8	Insert pp. 1-7
✓ DSS-MAS 9601-5 Delete pp. 1-6	Insert pp. 1-5
✓ LAB180 Delete pp. 1-6	Insert pp. 1-6
✓ LAB180B Delete pp. 1-5	Insert pp. 1-5

SECTION 5

Table of Contents

Delete pp. 1-4

Subsection A

Subsection B

Delete the TWO
Supplements AND pp. 1-69

Subsection C

Subsection D

Delete pp. 1-58

Subsection E

Subsection H

Subsection K

Subsection L

Subsection M

Subsection P

Delete Supplement

Subsection R

Subsection Z

Delete the TWO
Supplements AND pp. 1-57

Insert pp. 1-4

Insert Supplement (pp. i - vi)

Insert pp. 1-74

Insert Supplement (pp. i - iv)

Insert pp. 1-59

Insert Supplement (pp. i - x)

Insert Supplement (p. i)

Insert Supplement (pp. i - iv)

Insert Supplement (p. i - iv)

Insert Supplement (pp. i - iii)

Insert Supplement (pp. i - iv)

Insert pp. 1-118

Insert pp. 1-60

SECTION 6

Index by Title

Delete pp. 1-18

Insert pp. 1-19

Index by Reference Number

Delete pp. 1-29

Insert pp. 1-30



John Read

A/Manager, Policy Analysis and Implementation Division
Supply Policy Directorate

NOTE: For information concerning the Manual on the:

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Lise Rieger: (819) 956-0863

Electronic format:

Jim Cooke: (819) 956-0880

To **PURCHASE** a printed copy of the Manual or amendments thereto, call:

Government of Canada, Communications Co-ordination Services Branch:
(819) 956-4800.



STANDARD ACQUISITION CLAUSES
AND CONDITIONS MANUAL

DATE
15 September 1997

AMENDMENT NO.
97-2



Please record this amendment on the Record of Amendments page. The last amendment published was number 97-1.

SECTION 0

~~DM Letter~~

✓ Delete the page

Insert the new page

~~Introduction~~

✓ Delete pp. 1-3

Insert pp. 1-3

SECTION 1

~~Table of Content~~

✓ Delete p. i

Insert p. i

~~DSS-MAS 9403~~

✓ Delete pp. 1-5

Insert pp. 1-5

~~DSS-MAS 9403-5~~

✓ Delete pp. 1-4

Insert pp. 1-4

~~DSS-MAS 9403-6~~

✓ Delete pp. 1-6

Insert pp. 1-6

SECTION 3

~~Table of Content~~

✓ Delete p. i

Insert p. i

~~DSS-MAS 9628~~

Insert p. 1

~~TRA-95~~

✓ Delete pp. 1 AND 5

Insert pp. 1 AND 5

SECTION 5

~~Subsection A~~

✓ Delete Supplement (pp. i-v)
AND pp. 1-97

Insert pp. 1-98

~~Subsection B~~

Insert 2nd Supplement (pp. i to iii)
(DO NOT DISCARD THE 1ST
SUPPLEMENT)

~~Subsection C~~

✓ Delete pp. 1-73

Insert pp. 1-74



- ✓ **Subsection D**
Delete Supplement (p. i) AND
pp. 1-54 Insert pp. 1-58
- ✓ **Subsection H**
Delete Supplement (pp. i-vi)
AND pp. 1-31 Insert pp. 1-30
- ✓ **Subsection K**
Delete Supplement (pp. i-xii)
AND pp. 1-45 Insert pp. 1 to 49
- ✓ **Subsection M**
Delete Supplement (pp. i-iii)
AND pp. 1-52 Insert pp. 1-53
- ✓ **Subsection P**
_____ Insert Supplement (p. i)
- ✓ **Subsection Y**
Delete pp. 1-12 Insert pp. 1-13
- ✓ **Subsection Z**
_____ Insert 2nd Supplement (pp. i to v)
(DO NOT DISCARD THE 1ST
SUPPLEMENT)
- SECTION 6**
- ✓ **Index by Title**
Delete pp. 1-19 Insert pp. 1-18



Tom Simper

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Relations and Print Contract Services Sector: (819) 956-4802.



**STANDARD ACQUISITION CLAUSES
AND CONDITIONS MANUAL**

DATE
February 3, 1997

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97-1



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SECTION 1

Delete p. i

Insert p. i

DSS-MAS 9403

Delete pp. 1 to 5

Insert pp. 1 to 5

DSS-MAS 9403-5

Delete pp. 1 to 4

Insert pp. 1 to 4

DSS-MAS 9403-6

Delete pp. 1 to 6

Insert pp. 1 to 6

SECTION 3

Delete p. i

Insert p. i

DSS-MAS 9601-10

Delete pp. 1 AND 5

Insert pp. 1 AND 5

TRA-95

Delete pp. 1 to 15

Insert pp. 1 to 14

SECTION 5

Subsection A

Delete -----

Insert Supplement (pp. i to v)

Subsection B

Delete -----

Insert Supplement (pp. i to iii)

Subsection C

**Delete pp. 3 to 11 AND pp.
31 to 73**

Insert pp. 3 to 11 AND pp. 31 to 73

Subsection D

Delete -----

Insert Supplement (pp. i to ii)

Subsection F

Delete pp. 1 to 20

Insert pp. 1 to 20

Subsection H

Delete -----

Insert Supplement (pp. i to vi)

Subsection K

Delete -----

Insert Supplement (pp. i to xii)

Subsection M

Delete -----

Insert Supplement (pp. i to iii)

Subsection Z

Delete -----

Insert Supplement (pp. i to ix)

A handwritten signature in black ink, appearing to read 'Douglas Bateson', with a long horizontal flourish extending to the right.

Douglas Bateson
Manager, Policy Analysis and Implementation Division
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**STANDARD ACQUISITION CLAUSES
AND CONDITIONS MANUAL**

DATE
October 30, 1996

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96-2



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SECTION 0

Table of Contents

Delete the page

Insert the new page

Introduction

Delete pp. 1 to 3

Insert pp. 1 to 3

SECTION 1

Delete the entire section

Insert the new section

SECTION 2

Delete the entire section

Insert the new section

SECTION 3

Delete p. i

Insert p. i

DSS-MAS 9601:

Delete pp. 1 AND 7 to 14

Insert pp. 1 AND 7 to 14

DSS-MAS 9601-10:

Delete pp. 1 AND 5 to 8

Insert pp. 1 AND 5 to 8

DSS-MAS 9624:

Delete pp. 1 AND 9

Insert pp. 1 AND 9

DSS-MAS 9676:

Delete pp. 1 AND 9

Insert pp. 1 AND 9

TRA-95:

Delete pp. 1 AND 7 to 12

Insert pp. 1 AND 7 to 12

SECTION 5

Subsection A

Delete pp. 1 to 108

Insert pp. 1 to 97

Subsection B

Delete pp. 1 to 53

Insert pp. 1 to 69

Subsection C

Delete pp. 1 to 69

Insert pp. 1 to 71

Subsection D

Delete pp. 1 to 56

Insert pp. 1 to 54

Subsection E

Delete pp. 1 to 7

Insert pp. 1 to 8

Subsection H

Delete pp. 1 to 30

Insert pp. 1 to 31

Subsection J

Delete "Supplement" and
pp. 1 to 7

Insert pp. 1 to 10

Subsection K

Delete "Supplement" and
pp. 1 to 48

Insert pp. 1 to 45

Subsection M

Delete "Supplement" and
pp. 1 to 54

Insert pp. 1 to 52

Subsection Z

Delete pp. 1 to 63

Insert pp. 1 to 57

SECTION 6

Index by Title

Delete pp. 1 to 29

Insert pp. 1 to 19

Index by Cross Reference Number

Delete the entire section

Index by Reference Number

Delete pp. 1 to 26

Insert pp. 1 to 29



Douglas Bateson
Manager, Policy Analysis and Implementation Division
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**STANDARD ACQUISITION CLAUSES
AND CONDITIONS MANUAL**

DATE

May 1, 1996

AMENDMENT NO.

96-1



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The last amendment published was number **95-3**.

SECTION 0

DM LETTER

Delete page

INTRODUCTION

Delete pp. 1 to 3

Insert pp. 1 to 3

SECTION 1

Delete pp. i AND 1 to 19

Insert pp. i AND 1 to 18

SECTION 3

Delete p. i

Insert p. i

DSS-MAS 9601:

Delete pp. 1 AND 19

Insert pp. 1 AND 19

DSS-MAS 9601-10:

Delete pp. 1 AND 10

Insert pp. 1 AND 10

DSS-MAS 9624:

Delete pp. 1 AND 21

Insert pp. 1 AND 21

DSS-MAS 9676:

Delete pp. 1 AND 17

Insert pp. 1 AND 17

TRA-95:

Delete pp. 1 AND 13

Insert pp. 1 AND 13

SECTION 4

Delete p. i

Insert p. i

LAB-180:

Delete pp. 1 to 8

Insert pp. 1 to 6

SECTION 5

Table of Contents

Delete pp. 1 to 3

Insert pp. 1 to 4

Subsection A

Delete pp. 1 to 95

Insert pp. 1 to 108

Subsection B

Delete pp. 35 to 45

Insert pp. 35 to 53

Subsection C

Delete "Supplement"
(pp. i to iii) and pp. 1
to 60

Insert pp. 1 to 69

Subsection D

Delete "Supplement"
(pp. i to vi) and pp. 1
to 53

Insert pp. 1 to 56

Subsection H

Delete pp. 7 to 27

Insert pp. 7 to 30

Subsection J

Insert "Supplement" (p. i)

Subsection K

Delete "Supplement"
(pp. i to iv)

Insert "Supplement" (pp. i to iv)

Subsection M

Insert "Supplement" (pp. i to iv)

Subsection P

Delete pp. 7 to 18

Insert pp. 7 to 18

A handwritten signature in black ink, appearing to read 'R. Timmerman', with a long horizontal stroke extending to the right.

Ralph Timmerman
Manager, Policy Analysis and Implementation Division
Supply Policy Directorate

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(819) 956-6415 (Fernand D'Aoust)

Electronic format: (819) 956-1835 (John Penhale)

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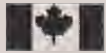
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Public Works and
Government Services Canada

Travaux publics et Services
gouvernementaux Canada

Deputy Minister

Sous-ministre

Deputy Receiver General
for Canada

Sous-receveur général
du Canada

Ottawa, Canada
K1A 0S5

September 15, 1997

This Manual is intended to provide suppliers and clients of Public Works and Government Services Canada (PWGSC) with information on terms and conditions commonly used in the contracting process by the federal government and PWGSC. Its contents are referred to in bidding opportunities and contracting activities.

The Standard Acquisition Clauses and Conditions (SACC) Manual is designed to make dealing with the government more time and cost efficient by reducing the level of detailed text contained within the various procurement documents. Those basic clauses and conditions which are normally attached to each document will be issued by the Department through "Incorporation by Reference". Specific attachments and clauses will be simply identified by their number, title and effective date. Full text reading capability will be provided through the appropriate section of the Government Electronic Tendering Service (GETS), provided by MERX, and of the hard copy of the SACC Manual itself.

This Manual signifies an important step in PWGSC's continuing move towards electronic contracting and is critical in preparing solicitation documents for electronic display of full Requests for Proposals/Tenders.

Ran Quail

Canada

INTRODUCTION

INTRODUCTION

AUTHORITY

1. Under the authority of the *Department of Public Works and Government Services Act*.

"21.(1) The Minister may fix terms and conditions of contracts, and instructions and terms and conditions with respect to other documents relating to contracts and their formation.

Designation

(2) The terms and conditions and instructions may be identified by number or other designation and may be incorporated in a contract or other document by reference to their number or other designation.

Publication

(3) The Minister may, by regulation, prescribe the electronic or other means by which a term, condition or instruction, including its identification number or other designation, shall be published."

DISTRIBUTION

2. The *Standard Acquisition Clauses and Conditions* (SACC) Manual has been produced in both conventional (print) and electronic format. Both versions contain information on current clauses and conditions as well as instructions on how these clauses and conditions are used. The electronic version also contains the complete text of previous clauses that have been either cancelled or superseded.

(a) The **print version** may be purchased in English and/or French, from Canadian Government Publishing (See "**Subscription to Print Version**" below for address and phone number). Copies have also been distributed to Canadian public libraries through the Depository Services Program.

(b) The **electronic version** is available through the following Internet sites:

Public Works and Government Services Canada:

<http://www.pwgsc.gc.ca/sacc>

Contracts Canada:

<http://www.contractscanada.gc.ca>

Amendments

3. The electronic version will automatically be updated as amendments to the Manual are released.
4. Subscribers to the print version will be provided with amendments on a Standing Order basis - the cost of each update will depend on the number of pages it contains. In most instances, this will mean replacing individual pages of the print version while in others, whole sections or subsections may require replacement. PWGSC will provide a Synopsis for each amendment, identifying what has been changed.

NOTE: Users are urged to read these amendments immediately and register these updates on the Record of Amendments page at the beginning of the Manual.

Subscription to Print Version

5. Any questions regarding a subscription (new and/or cancellation; change in name or address; complaints; page(s) missing, etc.) should be directed to:

INTRODUCTION

Canadian Government Publishing
Communication Canada
Ottawa, Canada
K1A 0S9

Telephone: (819) 956-4800
Facsimile: (819) 994-1498
Orders only: 1-800-635-7943

Reference:

Catalogue No. P60-4/1-()E (English)
P60-4/1-()F (French)

STRUCTURE

6. The Manual has been organized to follow the progression of information presented in procurement documents:

Section 1 - Standard Instructions and Conditions

7. Previously printed on the reverse of page 1 of solicitations and contracts, or included as attachments, these instructions and conditions are now identified in standard clause A0000T, located at the beginning of the clause section in procurement documents.

Section 2 - Forms

8. This section contains forms commonly used in the procurement process. Forms included are:
- (a) Federal Contractors Program on Employment Equity - includes a description of the program and Certificate of Commitment (**Form 2.1.1**)
 - (b) Information on Incumbent Employees (**Form 2.9.1**)
 - (c) Claim for Exchange Rate Adjustments - PWGSC-TPSGC 9411 (**Annex B**).

The reader is directed to the specific clauses and/or conditions which may be referred to in a procurement document. In certain cases, the applicable certificates or forms have been reproduced for the perusal and/or use of the reader.

Sections 3 and 4 - General Conditions and Supplemental General Conditions

9. These sections present those sets of standard conditions which form the foundation upon which all procurement documents issued by PWGSC are built.
- (a) Section 3 defines the basic sets of conditions which apply to specific classes of contracts (e.g. DSS-MAS 1011A - General Conditions - United States Purchases).
 - (b) Section 4, Supplemental General Conditions, addresses areas unique to specific sub-classes of contracts (e.g. DSS-MAS 1028 - Supplemental General Conditions - Ship Construction - Firm Price).

INTRODUCTION

10. Each section/article within a condition set has been given its own effective date. The condition set as a whole has also been given an effective date which is reflected in section 00 and is determined by the latest revision date of one or more of its sections.

Section 5 - Standard Procurement Clauses

11. This section contains a collection of national procurement clauses, common to various classes of contracts. The full text of individual clauses, incorporated by reference into a bid solicitation or contract by their Number, Title and Effective Date, can be found in this section of the Manual. Each subsection (A-Z) is devoted to a particular subject area. Please note that some subsections have not been assigned at this time.
12. Clauses may be identified by their numbers which break down as follows:
- (a) the first alphabetic character (A-Z) indicates the subsection in Section 5;
 - (b) the four numeric characters (0000-9999) indicate the clause's position within the numeric sequence of the subsection;
 - (c) the final alphabetic character (T, C or D) indicates the type of document in which a given clause would be used (i.e. T = Tender; C = Contract; D = Dual purpose, used in both tenders and contracts).

Example: Clause C0004T - Price Certification. This is the fourth sequential clause found in subsection C - Price, of Section 5 and is used in Tender (solicitation) documents.

Section 6 - Indexes

13. The print version provides two indexes: Index by Title and Index by Reference Number.

USE OF THE MANUAL

Reference clauses (R)

14. Bid solicitations and contracts will contain references to specific clauses and general conditions which will apply to that particular requirement. Clause references will include the clause number, its effective date and its title (e.g. A0001T (01/06/91) Survey of Facilities). All clauses referred to in this manner can be found in Section 5 of this Manual.

Fill-in clauses (F)

15. Clauses which require the insertion of specific information by the contracting officer or the supplier (fill-in clauses) will be produced in full on procurement documents.

NOTE: In the case of discrepancies in clause versions between solicitation documents and the Manual, any clause appearing in full text in a procurement document will override any version set out in the Manual.

Updates

16. Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or contract may be updated from time to time. When this happens, the version used in an

INTRODUCTION

already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

ENQUIRIES

17. Enquiries on the content of the Guide may be directed to:

Printed version: (819) 956-0879

Electronic version (Internet): Webmaster: ncr.sosb.webmaster@pwgsc.gc.ca

Section 1

STANDARD INSTRUCTIONS AND CONDITIONS

STANDARD INSTRUCTIONS AND CONDITIONS

<u>Form Number</u>	<u>Date</u>	<u>Title</u>
DSS-MAS 1-1-Int	(31/03/95)	STANDARD INSTRUCTIONS AND CONDITIONS
DSS-MAS 9403	(13/12/02)	Standard Instructions and Conditions
DSS-MAS 9403-2	(30/10/96)	Termination for Convenience
DSS-MAS 9403-5	(24/05/02)	Professional and Research and Development Services
DSS-MAS 9403-6	(13/12/02)	Standing Offers
CCC-6	(30/10/96)	Canadian Commercial Corporation

DSS-MAS 1-1-Int**(31/03/95)****STANDARD INSTRUCTIONS AND CONDITIONS**

Prior to the release of the SACC Manual, the following sets of Standard Instructions and Conditions were printed on the reverse of page 1 of the procurement documents or inserted as an attachment into solicitation packages. Standard Instructions (with the exception of DSS-MAS 9403-2) will now be referred to at the beginning of each bid solicitation in clause A0000T and in each contract in clause K0000D. For Standing Offers, these will now be referred to in either clause M0000T or M0000C as appropriate. The specified Standard Instructions will form part of both the solicitation and the resulting contract. DSS-MAS 9403-2 will be referenced in Notices of Termination for Convenience.

DSS-MAS 9403 (13/12/02)

Standard Instructions and Conditions

A. INSTRUCTIONS (APPLICABLE TO BID SOLICITATION)**1. Submission of Bids**

(1) It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The Department of Public Works and Government Services (DPWGS) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- (2) Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. Canada may enter into contract without negotiation.
- (3) Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- (4) While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- (5) Bid documents and supporting information may be submitted in either English or French.
- (6) Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as CONFIDENTIAL.

2. Late Bids

It is DPWGS policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

- (1) A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to DPWGS are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by DPWGS at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by DPWGS.

4. Postage Meters

Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

- (1) If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

NOTE: Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by DPWGS headquarters sectors is facsimile number (819) 997-9776.
- (3) The facsimile number for responses to bid solicitations issued by DPWGS regional offices is identified on the front page of the bid solicitation.

If the bidder chooses to submit a facsimile or commercial telegram bid, Canada will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

- (4) Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

- (5) For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

6. Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

7. Further Information

- (1) For further information, please contact the Contracting Authority identified on page one of the bid solicitation.
- (2) For bid solicitations issued out of DPWGS headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone (819) 956-3370.

8. Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

B. CONDITIONS (APPLICABLE TO RESULTING CONTRACT)

1. Municipal Taxes

Municipal taxes are not applicable.

2. Provincial Taxes

- (1) Excluding legislated exceptions (see subsection (5) below), federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

- (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0

British Columbia

R005521

- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
- (2) Currently, in Alberta, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, there is no general provincial sales taxes (PST). However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.
- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.
- (4) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor is required to pay the PST on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.
- (5) **Exceptions**

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

- (a) tobacco products subject to tobacco taxes (except in Alberta);
- (b) petroleum products subject to gasoline and motive fuel taxes;
- (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);
- (d) amusement/admission (Nova Scotia and New Brunswick);
- (e) insurance premiums (Quebec);
- (f) tires/batteries subject to environmental levies (British Columbia, Alberta and Quebec); and
- (g) transient living accommodation subject to hotel room taxes (British Columbia).

3. Condition of Material

Unless otherwise specified elsewhere in the Contract, materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

4. Labour and Health Conditions

The Contractor shall comply with all labour and health conditions applicable to the Work.

5. Transportation Charges

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

6. Valuation

The federal government's policy of underwriting its own risks precludes payment of any excess

valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

7. Foreign Shipments

Goods shipped into Canada from another country are to be consigned to destination, IN BOND, unless otherwise directed.

8. Bill of Lading

The transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it shall accompany the shipment; in addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of supplies and contract reference numbers, including the Client Reference Number (CRN) and Procurement Business Number (PBN). If the supplies have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

9. Invoice Submission

Invoices shall be submitted in the name of the Contractor and shall not be submitted prior to the delivery of supplies or the performance of the services. They must show the name and address of the consignee, together with date, method of shipment, the case numbers if applicable, item, quantity, unit of issue, unit price, additional charges if applicable, and the Goods and Services Tax or the Harmonized Sales Tax if applicable, part or reference numbers, description of supplies as shown in the Contract, Contract number, requisition number, CRN, PBN and financial code(s). Separate invoices must be submitted for each shipment and must apply to one contract only. Each invoice must indicate whether it covers partial or final shipment.

10. Inspection and Acceptance

The goods/services are subject to inspection and acceptance by consignee at destination, unless otherwise indicated in the contractual document.

11. Standard Clauses, Conditions and Instruction Sets

Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or contract may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

DSS-MAS 9403-2**(30/10/96)****Termination for Convenience**

1. Cease all work under the Contract in accordance with and to the extent specified in the Notice of Termination. Read carefully the termination clause in your Contract.
2. Immediate steps are to be taken to terminate or reduce any subcontracts or orders to suppliers for materials and parts, this to the extent necessary to give effect to this Notice of Termination of Contract.
3. A list showing the names of all subcontractors and suppliers whose contracts or orders have been terminated pursuant to this Notice is to be forwarded immediately to the responsible Department of Public Works and Government Services (DPWGS) Contracting Officer. Opposite the name and address of each subcontractor is to be shown the Contract Price or value of the cancelled portion of terminated subcontracts or orders.
4. Where the Contractor or any subcontractor or supplier proposes to make a claim based on or arising out of this Notice, he is to take and is to instruct each of his subcontractors and suppliers affected by this Notice to take a physical inventory of materials, manufactured or purchased parts, work-in-process, and finished goods acquired or on hand for the purpose of the contract, subcontract, or order terminated by this Notice.
5. Termination claims are to be prepared and submitted at the earliest possible moment being guided in connection therewith by the *Procedures Manual on Termination of Contracts*.
6. The contents of this Notice of Termination of Contract are confidential and must not be disclosed to any person or persons except those employees, subcontractors and/or suppliers to whom it may be necessary to make such disclosure to give effect to this Notice of Termination of Contract. Every person to whom the disclosure is made is to be informed that the prohibition contained in this paragraph applies similarly to them, their employees, subcontractors, and suppliers. Should the Contractor or any of his subcontractors or suppliers be of the opinion that some publicity relative to this Notice of Termination of Contract would be in the public interest, the proposal is to be submitted to the responsible DPWGS Contracting Officer for advice as to what, if any, publicity is permissible.

DSS-MAS 9403-5

(24/05/02)

Professional and Research and Development Services

A. INSTRUCTIONS (APPLICABLE TO BID SOLICITATION)**1. Submission of Proposals**

- (1) This is a request (hereinafter referred to as a "bid solicitation") that proposals be developed and submitted to the Minister of Public Works and Government Services setting out the alternative means by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory requirements. Canada will consider entering into contract for the implementation of the most acceptable proposal which will be determined having regard to the evaluation factors set out in this bid solicitation. In addition, the proposal will be measured against the contract terms and conditions set forth in this bid solicitation.

- (2) It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, **IN THE FORMAT REQUESTED**;
- (b) direct its bid **ONLY** to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The Department of Public Works and Government Services (DPWGS) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- (3) Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
- (4) Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- (5) While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- (6) Bid documents and supporting information may be submitted in either English or French.
- (7) Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All proposals will be treated as **CONFIDENTIAL**.

2. Late Bids

It is DPWGS policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

- (1) A bid delivered to the specified Bid Receiving area after the closing date and time but before the Contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to DPWGS are:
- (a) a CPC cancellation date stamp;
 - (b) a CPC Priority Courier Bill of Lading; and
 - (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by DPWGS at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by DPWGS.

4. Postage Meters

Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

- (1) If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

NOTE: Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the bid solicitation, the only acceptable facsimile number for responses to bid solicitations issued by DPWGS headquarters sectors is (819) 997-9776.
- (3) The facsimile number for responses to bid solicitations issued by DPWGS regional offices is identified on the front page of the bid solicitation.

If the bidder chooses to submit a facsimile or commercial telegram bid, Canada will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;

- (d) delay in transmission or receipt of the bid;
 - (e) failure of the Bidder to properly identify the bid;
 - (f) illegibility of the bid; or
 - (g) security of bid data.
- (4) Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:
- (a) the bid reference number;
 - (b) the closing date and time;
 - (c) sufficient detail and be comprehensive enough so as to permit complete evaluation in accordance with the criteria set out in the bid solicitation.
- (5) For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this bid solicitation. All documents confirming bids should bear the word "CONFIRMATION".

6. Pricing

Unless otherwise specified by Canada, all prices quoted shall be net prices in Canadian funds including Canadian customs duties and excise taxes, and are to be FOB, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax or the Harmonized Sales Tax if applicable, shall be shown as a separate item.

7. Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

B. CONDITIONS (APPLICABLE TO RESULTING CONTRACT)

1. Municipal Taxes

Municipal taxes are not applicable.

2. Provincial Taxes

- (1) Excluding legislated exceptions (see subsection (5) below), federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
- (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0
British Columbia	R005521
 - (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest

Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.

- (2) Currently, in Alberta, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, there is no general provincial sales taxes (PST). However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.
- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.
- (4) The Contractor is not exempt from paying the PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor is required to pay the PST on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.

(5) **Exceptions**

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

- (a) tobacco products subject to tobacco taxes (except in Alberta);
- (b) petroleum products subject to gasoline and motive fuel taxes;
- (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);
- (d) amusement/admission (Nova Scotia and New Brunswick);
- (e) insurance premiums (Quebec);
- (f) tires/batteries subject to environmental levies (British Columbia, Alberta and Quebec);
- (g) transient living accommodation subject to hotel room taxes (British Columbia).

3. Transportation Charges

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

4. Valuation

The federal government's policy of underwriting its own risks precludes payment of any excess valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

5. Inspection and Acceptance

The Work is subject to inspection and acceptance by the consignee at destination, unless otherwise indicated in the contractual document.

6. Standard Clauses, Conditions and Instruction Sets

Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or Contract may be updated from time to time. When this happens, the version used in an

already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

DSS-MAS 9403-6

(13/12/02)

Standing Offers

A. INSTRUCTIONS**1. Method of Supply**

One method of supply used by the Department of Public Works and Government Services (DPWGS) to satisfy the requirements of identified users is to arrange with offerors to submit a Standing Offer to provide goods, services, or both, to the federal government during a specified period. The identified users to be served are then delegated purchasing authority by DPWGS and may access the source of supply directly, as and when requested, by issuing call-ups detailing the exact quantities of goods or level of services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions.

2. Purpose of the Standing Offer

This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

Inasmuch as DPWGS, during the period stated in the Request for a Standing Offer (RFSO), foresees a potential need for goods or services, or both, the Offeror is hereby invited to provide DPWGS with a Standing Offer.

3. Quantity

The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of a Standing Offer by the Offeror shall not constitute an agreement by Canada or any Identified User to order any or all of the said goods or services. The Identified User may make one or several call-ups against a Standing Offer.

4. DPWGS Obligation

A request does not commit DPWGS to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services or supplies. DPWGS reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

5. Process

(1) The Standing Offer is normally processed as follows:

- (a) An RFSO is obtained by offerors (suppliers) through the Government Electronic Tendering Service (GETS), provided by MERX.
- (b) Offerors then complete the request and return it to DPWGS as a proposed Standing Offer.
- (c) PWGSC issues a Standing Offer and Call-up Authority (SOCA) to successful offerors and identified users (client departments or agencies) authorized to make call-ups directly.

6. Submission of Offers

- (1) It is the Offeror's responsibility to:
 - (a) return a signed original of the RFSO, duly completed, IN THE FORMAT REQUESTED;
 - (b) direct its offer ONLY to the DPWGS receiving address specified;
 - (c) ensure that the Offeror's name, the DPWGS file number, and solicitation closing date and time are clearly visible;
 - (d) provide a comprehensive and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the solicitation.

Timely and correct delivery of offers to the specified delivery address is the sole responsibility of the Offeror. The Department of Public Works and Government Services (DPWGS) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.

- (2) The evaluation of proposed standing offers may result in authorization to utilize one or more standing offers in whole or in part, taking into consideration the lowest price per item and/or destination or group of items and/or destinations or on a lowest aggregate price basis. The lowest or any proposed Standing Offer will not necessarily be authorized. In case of error in the extension of prices, the unit price will govern. A SOCA document may be issued against any proposed Standing Offer up to sixty (60) days after the closing date of the RFSO, unless otherwise indicated, by Canada, in such RFSO.
- (3) The Standing Offer should completely and thoroughly address each element of the requirement as enumerated in the RFSO. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
- (4) Bid documents and supporting information may be submitted in either English or French.
- (5) Offers received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All offers will be treated as CONFIDENTIAL.

7. Responses Transmitted by Facsimile or Commercial Telegram

- (1) If you are in doubt that your offer will be delivered on time at the specific location designated for the receipt of the offer, you may use a facsimile or a commercial telegram, unless otherwise instructed in the RFSO.

NOTE: Due to the volume of technical material required for some offers, certain RFSO's may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the RFSO, the only acceptable facsimile number for responses to RFSO's issued by DPWGS headquarters sectors is (819) 997-9776.
- (3) The facsimile number for responses to RFSO's issued by DPWGS regional offices is identified on the front page of the document.

If the Offeror chooses to submit a facsimile or commercial telegram offer, Canada will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer including,

but not limited to the following:

- (a) receipt of garbled or incomplete offer;
 - (b) availability or condition of the receiving facsimile equipment;
 - (c) incompatibility between the sending and receiving equipment;
 - (d) delay in transmission or receipt of the offer;
 - (e) failure of the Offeror to properly identify the offer;
 - (f) illegibility of the offer; or
 - (g) security of bid data.
- (4) Offers submitted by facsimile or commercial telegram will constitute your formal offer and must contain:
- (a) the DPWGS file reference number;
 - (b) the closing date and time;
 - (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the offer is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the RFSO document.
- (5) For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

8. Late Offers

It is DPWGS policy to return, unopened, offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described below.

9. Delayed Offers

- (1) An offer delivered to the specified Bid Receiving area after the closing date and time but before the issue of a SOCA may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to DPWGS are:
- (a) a CPC cancellation date stamp;
 - (b) a CPC Priority Courier Bill of Lading; and
 - (c) a CPC Xpresspost Label,

that clearly indicate that the offer was mailed prior to the RFSO closing date.

Example: If the RFSO closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For offers transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by DPWGS at the Bid Receiving number stated in the solicitation document will be accepted as evidence of a delayed offer.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by DPWGS.

10. Postage Meters

Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

11. Standard Clauses, Conditions and Instruction Sets

Any standard clause, and any condition or instruction set, used or referenced in an RFSO, a Standing Offer, or a call-up pursuant to a Standing Offer may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

12. Identity or Legal Capacity of Offeror

In order to establish the legal capacity under which an Offeror proposes to enter into a Standing Offer, any offeror who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to the issuance of a Standing Offer. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

B. PARTICULARS OF THE STANDING OFFER**1. General**

- (1) The Offeror acknowledges that a Standing Offer is not a contract.
- (2) The Offeror offers to sell or provide and deliver to Canada, acting through and represented by the Minister of Public Works and Government Services, the goods or services, or both, listed at the price(s) or on the pricing basis set out, as and when the Identified User may request such goods or services, in accordance with the following provisions.
- (3) It is understood and agreed that:
 - (a) a Call-up Against a Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer;
 - (b) the issue and distribution of the authorization to use this Standing Offer does not oblige Canada to authorize or order all or any of the goods, services, or both, described in the Standing Offer;
 - (c) Canada's liability shall be limited to that which arises from call-ups against the offer, made within the period specified in the SOCA;
 - (d) Canada reserves the right to procure the specified goods or services by means of contracts, standing offers, or by other contracting methods.

2. Notification of Withdrawal/Revision

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against a

Standing Offer has been given, the Offeror shall provide no less than thirty (30) days' written notice to the Contracting Authority, unless otherwise indicated in the SOCA, in order that the Contracting Authority may inform all identified users. Such withdrawal of Standing Offer shall not be effective until receipt of such notification by DPWGS and the expiry of such notice period. The Offeror hereby agrees to fulfil any and all call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended or the limitation of expenditure is increased, the Contracting Authority will issue a revision to the SOCA.

3. Call-up Instrument

The identified users shall order goods and services either on form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or on such other call-up document as may be specified in the Standing Offer. Goods and services may also be ordered by other methods such as telephone, facsimile or telegram, but must be confirmed in writing either on form PWGSC-TPSGC 942 or on such other document as may be specified.

Call-ups against a Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale will be accorded the same prices and terms and conditions as any other call-up.

C. CONDITIONS

1. Applicability

The following conditions apply to all contracts resulting from any call-up pursuant to the Standing Offer. Conditions numbers 6 through 10, however, only apply to goods contracts.

2. Municipal Taxes

Municipal taxes are not applicable.

3. Provincial Taxes

- (1) Excluding legislated exceptions (see subsection (5) below), identified users are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to identified users under the authority of one of the following:

- (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0
British Columbia	R005521

- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.

- (2) Currently, in Alberta, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, there is no general provincial sales taxes (PST). However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or other purchasing documents.

- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of Newfoundland and Labrador, Nova Scotia and New Brunswick.
- (4) The Offeror is not exempt from paying the PST under the above Exemption Licence Numbers or Exemption Certification. The Offeror is required to pay the PST on taxable goods or services used or consumed in the performance of the contract (as per appropriate provincial legislation), including material incorporated into real property.
- (5) Exceptions

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

- (a) tobacco products subject to tobacco taxes (except in Alberta);
- (b) petroleum products subject to gasoline and motive fuel taxes;
- (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);
- (d) amusement/admission (Nova Scotia and New Brunswick);
- (e) insurance premiums (Quebec);
- (f) tires/batteries subject to environmental levies (British Columbia, Alberta and Quebec);
- (g) transient living accommodation subject to hotel room taxes (British Columbia).

4. Invoices

Invoices must be submitted in the name of the Offeror and are not to be submitted prior to the delivery of supplies or the performance of the services. They must show the name and address of the Consignee, together with date, method of shipment, the case numbers if applicable, item, quantity, unit of issue, unit price, additional charges if applicable, and the Goods and Services Tax or the Harmonized Sales Tax if applicable, part or reference numbers, description of supplies as shown in the Standing Offer, Standing Offer number, requisition number, Client Reference Number (CRN), Procurement Business Number (PBN) and financial code(s). Separate invoices must be submitted for each shipment and must apply to one call-up only. Each invoice must indicate whether it covers partial or final shipment.

5. Bills of Lading

The transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when allowed), in which event it shall accompany the shipment; in addition, a packing slip must accompany each shipment, be clearly visible, and show item, quantity, part or reference numbers, description of supplies and contract reference numbers, including the CRN and PBN. If the supplies have been inspected at the Offeror's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

6. Inspection and Acceptance

The goods/services are subject to inspection and acceptance by the consignee at destination, unless otherwise indicated in the SOCA.

7. Condition of Material

Unless otherwise specified elsewhere in the Contract, materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

8. Transportation Charges

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

9. Valuation

The federal government's policy of underwriting its own risks precludes payment of any excess valuation and/or transportation charges beyond the specified FOB point (the point at which title of goods passes to the federal government). Goods will be covered to the carrier's maximum liability and value will be declared only when additional costs will not be incurred.

10. Shipment into Canada

Goods shipped into Canada from another country are to be consigned to destination, IN BOND, unless otherwise directed.

Section 2

FORMS

FORMS

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(24/05/2002)

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2.1 (12/05/00) **Employment Equity - Federal Contractors Program**

INFORMATION FOR SUPPLIERS AND ORGANIZATIONS

OBJECTIVE

To ensure that the federal contractors who do business with the Government of Canada achieve and maintain a fair and representative workforce.

DESCRIPTION

Suppliers of goods and services to the federal government who employ 100 persons or more across Canada, and who want to bid on contracts of \$200,000 or more will be required to commit themselves to implementing employment equity as a condition of their bid. Failure to subsequently comply with prescribed employment equity measures can result in the loss of opportunity to compete for future government business.

REQUIREMENTS

The program requires contractors to implement employment equity measures. Such measures necessitate the identification and removal of barriers to the selection, hiring, promotion and training of members of the designated groups, i.e., women, aboriginal peoples, persons with disabilities, and visible minorities. As well, contractors must take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment.

OPERATION

There are five essential steps in the implementation and operation of the Program. They are: CERTIFICATION, IMPLEMENTATION, COMPLIANCE REVIEW, APPEAL and SANCTIONS. (The timing of each step is dependent upon individual circumstances and cannot be predetermined.)

1. CERTIFICATION

Suppliers who employ 100 persons or more across Canada, and who wish to, or are invited to, bid on contracts worth \$200,000 or more with the federal government will first certify in writing their commitment to implement employment equity according to specific criteria.

2. IMPLEMENTATION

Upon having been awarded a federal government contract valued \$200,000 or more, suppliers will implement employment equity in keeping with the terms and conditions of criteria provided by Human Resources Development Canada (HRDC).

Essential components of this process are the development and implementation of a plan of action and the means to monitor activities for:

- (a) removal of discriminatory barriers to the employment and promotion of designated groups; this includes elimination or modification of all human resources practices and systems which cannot be shown to be bona fide occupational requirements;
- (b) improvement in the participation of designated group members throughout the Contractor's organization through hiring, training and promotion;

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- (c) the introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training and promotion of designated group members and by making reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- (d) the retention of records regarding the employment equity implementation process for assessment by officials from HRDC during on-site compliance reviews.

3. COMPLIANCE REVIEW

In-depth compliance reviews will be conducted by HRDC to:

- (a) review the records and documents kept by Contractors;
- (b) assess compliance with the program criteria and the results obtained;
- (c) determine the extent of efforts made by Contractors on behalf of designated groups; and
- (d) measure the performance levels attained by Contractors.

If the compliance review results are positive, the process is complete and the Contractor will be so informed.

If the compliance review results are negative, the Contractor will be so informed and will be expected to initiate remedial action for review within a prescribed time limit not to exceed twelve (12) months.

4. APPEAL

The Contractor has the right to appeal an unfavourable finding resulting from a compliance review to the Minister of HRDC. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of HRDC of the results.

5. SANCTIONS

In the event that the results of the independent review indicate a failure to comply, sanctions may be applied including eventual exclusion from bidding on federal government contracts.

CRITERIA FOR IMPLEMENTATION

1. Communication by the organization's chief executive officer, or equivalent manager, to employees, unions and/or employee associations of the commitment to achieve equality in employment through the design and implementation of an employment equity plan.

The successful implementation of an employment equity program depends upon the degree of commitment made by the chief executive officer and how this commitment is communicated to all employees.

The extent to which the respective union or employee association is involved in making that commitment and the degree of collaboration involved in developing and issuing an appropriate policy statement on the organization's position on employment equity are also major success factors.

2. Assignment of senior personnel with responsibility for employment equity.

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A stated commitment by the chief executive officer to implement employment equity must be supported by the assignment of a senior level individual with the necessary authority to ensure the program's effectiveness. To be most effective, this officer should have knowledge of the problems and concerns of designated groups (women, aboriginal peoples, persons with disabilities, and visible minorities) and must have the status and ability to gain the cooperation of employees, employee association officials, and managers at all levels in the organization. This officer will also act as the organization's employment equity contact point with the federal government.

3. Collection and maintenance of information on the employment status of designated group employees, by occupation and salary levels and in terms of hiring, promotion and termination in relation to all other employees.

The requirement for recording this data is to give the Contractor sufficient information with which to establish objectives and priorities for an employment equity program, and give both the Contractor and the government an indication of the results of the Contractor's subsequent employment equity initiatives.

For a broader analytical base, contractors are encouraged to tabulate additional data such as information about applications for employment, hirings, promotions, training, lay offs and terminations of designated group members.

The specific format for compiling this information is left to the discretion of the Contractor. As an aid, the Contractor may wish to take advantage of the format established for those firms under the authority of the *Employment Equity Act*.

4. Analysis of designated group representation within the organization in relation to their representation in the supply of qualified workers from which the Contractor may be expected to recruit employees.

When the status of designated group employees within the organization has been determined, it is used to compare the in-house representation with the number of qualified designated group members available within the provincial, national or census metropolitan area labour force. HRDC, in conjunction with Statistics Canada, will provide the relevant data to use in organizational planning of employment equity initiatives. It should be noted that while the availability of such data is as yet incomplete, the government is taking a number of steps to assemble a reliable data base. Notwithstanding the need to improve the data, it is also important to note that data analysis is only one factor among many in determining the degree to which employment equity has been or is being achieved.

5. Elimination or modification of those human resource policies, practices and systems, whether formal or informal, shown to have an unfavourable effect on the employment status of designated group employees.

Frequently, employment practices and policies have unintentional adverse effects upon the recruitment, hiring, promotion and retention of designated group members. This is known as systemic discrimination.

It is necessary that a review be undertaken of all procedures used in the recruitment, selection, training, promotion and termination of employees. Any policy, practice or system, whether formal or informal, which is found to have or is likely to have an unfavourable impact should be eliminated or modified to prevent recurrence of that impact.

6. Establishment of goals for the hiring, training and promotion of designated group employees. Such goals will consider projections for hiring, promotions, terminations, lay offs, recalls, retirements and, where possible, the projected availability of qualified designated group members.

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Having determined from the analysis under criterion 4 where change is required, the Contractor must then establish numerical goals with timetables to increase the representation of all designated groups in the various occupational categories. In setting goals, the Contractor should bear in mind the long-term objective which is the proportional representation of designated group members in the organization's workforce. Qualitative goals, such as modification of employment systems, may also be necessary.

7. Establishment of a work plan for reaching each of the goals in criterion 6 above.

The plan must outline the actions intended to achieve each of the goals and identify the officer or department responsible for its implementation. Each goal must be tied to a timetable so that progress can be monitored and the plan adjusted over time as required.

8. Adoption of special measures where necessary to ensure that goals are achieved, including the provision of reasonable accommodation as required.

In order to accelerate the entry, training and promotion of designated group members from among the interested and potentially qualified workforce, the organization may have to undertake special actions. These may include, but are not limited to, special training courses to upgrade employees whose advancement may be hindered due to lack of practical experience, targeted recruitment, temporary adjustment of entry requirements for some occupations or to seniority clauses in collective agreements. Day-care assistance, special counselling services or flexible work arrangements, modifications to premises to accommodate wheelchairs, seeing-eye dogs or the provision of communication devices for the hearing impaired are examples of reasonable accommodations. They may alleviate specific employment problems affecting certain designated group members' ability to fully participate in employment.

9. Establishment of a climate favourable to the successful integration of designated group members within the organization.

Being hired is only the first step. An inhospitable environment can affect both the quality of an employee's work and his/her willingness to remain in an organization's employ. Awareness sessions for managers and staff will create a greater understanding of employment equity objectives and help dispel any misconceptions or feelings of resentment toward the program.

10. Adoption of procedures to monitor the progress and results achieved in implementing employment equity.

An effective monitoring system is a necessary part of any employment equity program. Regular evaluations will determine the progress being made toward objectives and will also identify where there are needs for corrective action or adjustment.

11. Authorization to allow representatives of HRDC access to the business premises and to its records in respect of the above implementation criteria in order to conduct on-site compliance reviews for the purpose of measuring the progress achieved in implementing employment equity.

As a condition of certification, the organization agrees to allow authorized HRDC officials access to all records indicating the extent of the organization's efforts and results.

HUMAN RESOURCES DEVELOPMENT CANADA (HRDC)

1. Certificate numbers may be obtained from the following office:

Federal Contractors Program

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Place du Portage, Phase II, 10th Floor
165, Hotel de Ville
Hull, Quebec K1A 0J2

Telephone: (819) 953-4120
Fax: (819) 953-8768

2. Contracting Officers are required to forward the completed Certificate(s) of Commitment received from the successful bidder(s) to the above-named FCP office.
3. For further information regarding employment equity, please contact a Regional Employment Equity consultant. A current list of addresses and telephone/fax numbers can be found at:
<http://info.load-otea.hrdc-drhc.gc.ca/~weeweb/contacte.htm>

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2.1.1 (21/06/99)

**Federal Contractors Program
Certificate of Commitment to Implement Employment Equity**

CERTIFICATE NO. _____

**FEDERAL CONTRACTORS PROGRAM
CERTIFICATE OF COMMITMENT TO IMPLEMENT EMPLOYMENT EQUITY**

Name of Organization

The above-named organization hereby certifies its commitment to implement employment equity when both of the following conditions apply:

1. the organization has a Government of Canada goods or services contract worth \$200,000 or more;

AND

2. the organization has 100 or more permanent full-time and/or permanent part-time employees across Canada.

In such circumstances, the organization undertakes to implement employment equity in keeping with the Criteria for Implementation. This document, duly signed by the Chief Executive Officer, constitutes a Certificate of Commitment which, under the Federal Contractors Program for Employment Equity, is a prerequisite for the validation of bids submitted in the circumstances listed above.

Signature of the Chief Executive Officer (or Equivalent)

Please Print Name & Title

Date

Head Office Address & Postal Code

() _____
Telephone

() _____
Fax

Number of Full-time and
Part-time Employees (Nationwide)

Industrial Sector

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PLEASE SEND BY FAX TO HQ/FCP OFFICE AT (819) 953-8768

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2.2 (24/05/02) Contracts Containing Security Requirements

Departments must use the Security Requirements Check List (SRCL), TBS/SCT 350-103, to define the security requirements for contracts for which Public Works and Government Services Canada (PWGSC) is the contracting authority. This requirement also applies to call-ups against standing offers, when the standing offer or call-up, or both, contains security requirements.

The completed SRCL should accompany all requisitions and related contractual documents, including subcontracts, that contain security requirements. It does not replace the necessary clauses in the contract that specify security requirements. PWGSC has developed standard security clauses for use in contracts having different requirements.

The SRCL should as well be completed when a department retains contracting authority.

An electronic copy of the SRCL is available on line at www.ciisd.gc.ca, or is reproduced in the *Supply Manual*, Annex 6.13.

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2.3 (13/12/02) **Claim for Exchange Rate Adjustments**

The "Claim for Exchange Rate Adjustments", PWGSC-TPSGC 9411, should be used in conjunction with the standard acquisition clauses for exchange rate adjustments (refer to clauses C3010T to C3030C).

The first half of the form is to be completed by the Bidder prior to contract award. The second part of the form is to be completed by the Contractor at the time that a claim for exchange rate adjustment is made.

A hard copy of this form is reproduced at **Annex B**; the electronic version is available on the PWGSC website: <http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>.



CLAIM FOR EXCHANGE RATE ADJUSTMENTS
DEMANDE DE RAJUSTEMENT DU TAUX DE CHANGE

Contractor Name - Nom de l'entrepreneur	PWGSC File No. - N° du dossier de TPSGC
Contract No. - N° du contrat	Item/Invoice No. - N° d'article/de facture

Basis of payment for this exchange rate adjustment is detailed in Article _____ of the above-referenced contract.

La base de paiement visée par ce rajustement du taux de change est décrite en détail à l'article _____ du contrat susmentionné.

**Foreign Currency Component (FCC) and Exchange
Rates used at time of Bid Solicitation and/or Contract
Negotiation**

**Montant en monnaie étrangère et taux de change
utilisés au moment de la demande de soumissions
et(ou) de la négociation du contrat**

Date

Item Article	Unit FCC in Foreign Funds Prix unitaire en devises étrangères (1)	Quantity Quantité (2)	Conversion Factor (initial) Facteur de conversion (initial) (3)	FCC in Canadian Funds Montant en dollars canadiens (1 x 2 x 3) = (4)

Calculation for Exchange Rate Adjustments

Demande de rajustement du taux de change

Date

Item Article	Unit FCC in Foreign Funds Prix unitaire en devises étrangères (5)	Quantity Quantité (6)	Conversion Factor (claimed) Facteur de conversion (réclamé) (7)	Total Amount Claimed - in Canadian Funds Montant total demandé - en dollars canadiens (5 x 6 x 7) = (8)

Exchange Rate Adjustment Amount = (8) - (4)
Montant du rajustement du taux de change

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2.9 (30/10/96) Ontario Labour Legislation - Informational Requirements

Both the tender and the contract clauses dealing with the Ontario Labour Legislation have been modified to reflect amendments made to the *Employment Standards Act* pursuant to Ontario's Bill 7, effective October 31, 1995. The informational requirements with respect to incumbent employees of a previous employer have increased. A new form (2.9.1) to collect such information, entitled "Information on Incumbent Employees", is attached.

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2.9.1 (30/10/96) Information on Incumbent Employees

This form should be used when information is to be provided by the contractor in accordance with the requirements of Ontario's *Employment Standards Act* for janitorial, food catering and security service contracts.

INFORMATION ON INCUMBENT EMPLOYEES

COMPANY

Name: _____
Address: _____

Phone No.: _____ Fax No.: _____

Workplace address: _____ Contract No.: _____

(The information contained in this section 1. can only be provided to the successful contractor)

1. EMPLOYEE

Name: _____
Address: _____

Phone No.: _____

2. Job classification or description:

3. Wage rates actually paid to the employee:

4. Description of the benefits provided to the employee including the cost of each benefit and the period to which the cost relates:

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5. Number of hours that the employee works in a regular non-overtime work week: _____

or if hours of work vary from week to week,

number of non-overtime hours worked by the employee for each week worked during the 13 weeks preceding the date of the request for information:

week 1:	_____	week 2:	_____	week 3:	_____
week 4:	_____	week 5:	_____	week 6:	_____
week 7:	_____	week 8:	_____	week 9:	_____
week 10:	_____	week 11:	_____	week 12:	_____
week 13:	_____				

6. Date on which the employer hired the employee: _____
7. Any period of employment attributed to the employer under subsection 13.1 (3) or (5) of the Act: _____
8. Number of weeks that the employee worked at premises during the 26 weeks preceding the date that the request for information was made. *The 26 week period shall be extended by any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on a leave under part XI of the Act.* _____
9. Statement indicating whether the employee (check as applicable):
- ☐ is actively employed in providing services at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks immediately preceding the date on which the request for information was made;
- ☐ is employed, but not actively employed in providing services at the premises, but his/her job duties were not primarily performed at the premises during the 13 weeks immediately preceding the date on which the request for information was made.
10. Copy of collective agreement attached.
11. Copy of union certificate attached.
12. Copy of pending union application(s) attached.
13. Information provided on this form is: Original ☐ Revised ☐ Date: _____
14. Name of authorized company representative: _____
- Signature: _____ Date: _____

Section 3

GENERAL CONDITIONS

GENERAL CONDITIONS

<u>Condition</u>	<u>Date</u>	<u>Title</u>
DSS-MAS 1-3-Int	(23/11/98)	General Conditions
DSS-MAS 1011A	(01/12/00)	United States Purchases
DSS-MAS 1026A	(01/12/00)	Supplies - Firm Price
DSS-MAS 1026B	(01/12/00)	Supplies - Cost Reimbursement
DSS-MAS 1031-2	(16/02/98)	Contract Cost Principles
DSS-MAS 1034	(01/12/00)	Construction - Fixed Price and Unit Prices
DSS-MAS 1053	(01/12/00)	Universities and other Institutions
DSS-MAS 9329	(01/12/00)	Purchase of Commercially Available Goods and Services
DSS-MAS 9601	(25/05/01)	General Conditions - Long Form
DSS-MAS 9601-10	(25/05/01)	General Conditions - Medium Form
DSS-MAS 9624	(10/12/01)	General Conditions - Research & Development
DSS-MAS 9628	(15/09/97)	Purchase of Commercially Available Goods and Services [missing] Under \$25,000
DSS-MAS 9676	(10/12/01)	General Conditions - Services
CCC50	(01/12/00)	Canadian Commercial Corporation
TRA-95	(25/05/01)	Translation

1011A 00 (01/12/00) United States Purchases

Public Works and Government Services Canada

- 01 Interpretation
- 02 Progress Reports
- 03 Alterations of Patterns, Drawings
- 04 Inspection
- 05 Packing
- 06 Invoices, Shipping Documents
- 07 Risk of Loss and Damage
- 08 Assignment
- 09 Bankruptcy or Insolvency
- 10 Warranties
- 11 Delayed Deliveries
- 12 Members of Parliament
- 13 Security and Protection of Work
- 14 Sabotage
- 15 Arbitration
- 16 Price Control
- 17 Taxes
- 18 Termination
- 19 Accounts
- 20 Certification - Contingency Fees
- 21 Interest on Overdue Accounts

1011A 01 (16/02/98) Interpretation

1. The words "we", "us" and "our" when used herein mean the purchaser named in the purchase order or the acceptance of tender of which these general conditions form a part.
2. The words "you" and "your" when used herein mean the seller named in the said purchase order or acceptance of tender.
3. The purchaser may act in relation to this contract by the Minister of Public Works and Government Services, the Deputy Minister or any Assistant Deputy Minister of Public Works and Government Services or any authorized representative of the Minister of Public Works and Government Services.

1011A 02 (01/06/91) Progress Reports

You agree to supply us on request with reports as to the progress of production.

1011A 03 (01/06/91) Alterations of Patterns, Drawings, and Specifications

We reserve the right to request alteration of the patterns, drawings and specifications from time to time and, unless you shall make reasonable objection thereto, the supplies thereafter supplied or work thereafter executed by you shall be altered accordingly, with such necessary changes in price and of the time or times for delivery as may be agreed upon provided, however, that you shall not be obligated to make any such alteration in respect of supplies which are customarily manufactured by you for commercial sale.

1011A 04 (01/06/91) Inspection

You agree to permit our representatives to inspect the supplies or any part thereof covered hereby at any time during the preparation, manufacture, assembly, boxing or packing thereof, and you agree to advise us at least ten (10) days prior to the date when such supplies shall be ready for final inspection. Our representative shall sign or countersign a certificate of inspection as to supplies which shall have passed final inspection, but no supplies shall be accepted or paid for which do not conform in all respects to the requirements of the specifications and drawings or samples, if any, or which shall not be of sound quality and workmanship and with respect to which we shall not have received a certificate of inspection so signed or countersigned by our representative.

When required for the purpose of inspection, except where prevented by the laws, rules or regulations of the United States, you agree to give, or arrange to be given, to our representatives, reasonable assistance and free access at reasonable hours to your premises, and to those of your suppliers and subcontractors, and agree to afford to such representatives, all reasonable accommodations and facilities.

1011A 05 (01/06/91) Packing

The supplies which you have agreed to provide under this contract shall be suitably packed by you in accordance with the terms and conditions of this contract and in such a manner as shall reasonably assure the transportation of the said supplies undamaged to their destination, it being understood and agreed that there shall be no additional charge for packing the said supplies, unless otherwise specifically provided in the contract.

1011A 06 (01/06/91) Invoices, Shipping Documents

You agree to follow our instructions with respect to invoices and shipping documents. We will not be bound by any provisions in your acknowledgment forms or invoices which may purport to impose upon us conditions at variance with the terms of this contract.

You agree to mark on all containers, invoices, packing lists, shipping documents, and all other papers relating to this contract all identifying numbers or symbols appearing at the head of the purchase order or the acceptance of tender of which these general conditions form a part.

If delivery terms of the contract are FOB your place of shipment, deliveries of mailable matter which meets the size, weight and other limitations prescribed by the United States Post Office Department shall be forwarded by parcel post. You shall not divide delivery quantities into mailable parcels for the express purpose of avoiding shipments by other modes of transportation. Prepaid postage charges shall be shown as a separate item on the invoice for the supplies shipped. Shipments by other modes of transportation shall be shipped with freight charges collect.

1011A 07 (06/91) Risk of Loss and Damage

All risks whatsoever, including risk of loss of or damage to the supplies (including material supplied by us) or to any third parties or their property, shall be upon you until the supplies are delivered hereunder FOB at the point specified in the contract.

1011A 08 (06/91) Assignment

You agree not to assign, sublet or delegate this contract or any part thereof without our prior written consent, but you may, without our consent, purchase such parts, accessories or associated equipment as you do not normally manufacture, and you may sublet such portions of the work as is customary and usual in the carrying out of similar work.

1011A 09 (06/91) Bankruptcy or Insolvency

In the event that you should admit in writing your inability to pay your debts as they become due, or should file a petition in bankruptcy, or in the event that a petition in bankruptcy should be filed against you and you should be adjudicated a bankrupt, or that you should have a receiver or trustee appointed, either in voluntary or involuntary proceedings, or that you should make an assignment for the benefit of creditors, we reserve the right, without prejudice to our right to damages, to consider this contract as breached and terminated ipso facto upon such event, with respect to any or all supplies not delivered prior to such termination and to recover any amounts theretofore paid on account thereof.

1011A 10 (06/06/94) Warranties

You warrant that the standards of all workmanship and material will be consistent with the established and generally accepted standards for supplies of the type covered by the contract, in full conformity with the specifications, drawings, or samples, if any, and free from defects in material and workmanship under proper assembly, use and maintenance. You agree that this warranty will survive acceptance of and payment for the supplies and we agree that your obligation under it consists of repairing or replacing the supplies or any part or parts thereof which shall, within twelve (12) months from the date of delivery, become defective as a result of faulty material or workmanship.

You warrant that all supplies furnished hereunder (and the normal use thereof) are and shall be free and clear of infringement of any United States or Canadian patent, copyright or trademark and that you will, at your own expense, defend, if required by Her Majesty, any and all actions and suits charging such

infringement and will save us harmless from any loss, damage or expense whatsoever, including attorneys' fees, in case any suit, action or claim is commenced or made alleging any such infringement. If any suit, action or claim alleging such infringement is commenced or made, we reserve the right to cancel this contract and return to you all supplies delivered to us under the contract and to recover the amount or an equitable portion of the amount, theretofore paid on account of such supplies. We agree to indemnify you against any such loss, damage or expense resulting from any such infringement or alleged infringement in respect of any article or parts thereof supplied to us under this contract the design of which shall have been supplied by us, but this indemnity shall apply to this contract only.

You warrant that you have not made and will not make any gift to any person in connection with the solicitation or performance of this contract. Any breach of this warranty shall entitle us to cancel this contract and to recover from you the amount of any loss resulting from such cancellation.

You warrant that you have power and authority to execute and perform this contract.

You warrant that you have given us a full statement of all royalties payable by you to residents of Canada on supplies covered hereby and that any royalties payable on such supplies to persons other than residents of Canada are not in excess of those charged to and accepted by the United States Government on similar supplies.

1011A 11 (06/91) Delayed Deliveries

Time is of the essence of this contract.

If you should fail or refuse to make deliveries on the dates herein specified, as such dates may be extended by any cause of excusable delay, we may, at our option, terminate this contract as to any supplies not then delivered hereunder and recover any amounts theretofore paid on account thereof and may purchase other supplies of a similar description charging you with any excess cost incurred by us by reason of such purchase.

Excusable delay as used herein shall mean any delay caused by force majeure, act of God and by any other events independent of your will and beyond your control. Any excusable delay shall extend the delivery dates set forth herein by the amount of such excusable delay but shall not relieve you of your obligation to make any such deliveries so delayed.

1011A 12 (06/91) Members of Parliament

No member of the House of Commons of Canada shall be admitted to any share or part of this contract or to any benefit to arise therefrom other than a benefit derived solely by virtue of being a security holder in your company.

1011A 13 (04/92) Security and Protection of Work

You agree to keep confidential and to use every reasonable endeavour to prevent any publicity concerning the existence of this contract.

If the contract or the drawings, specifications or information issued, used or disclosed in connection with the contract are classified as to the degree of precaution necessary for their safeguarding, you shall safeguard the same in accordance with the laws and regulations of the United States of America pertaining to such classification.

If any drawings, specifications or information are issued by us in connection herewith, the same are confidential and shall not be disclosed to any person other than your company or firm without previous written consent from the Government of Canada, nor shall they be used by any person for any purpose other than that for which the said drawings, specifications or information were provided. All drawings and specifications and all copies thereof shall be returned to us on demand or when their use is terminated.

1011A 14 (01/06/91) Sabotage

You agree to take all reasonable measures to protect from sabotage the supplies covered hereby, to keep the United States authorities and us advised of the precautions taken by you and forthwith to report to the United States authorities and us any information coming to your attention which indicates any danger of sabotage in connection therewith or that any act of sabotage has been committed.

1011A 15 (01/06/91) Arbitration

All questions and controversies arising in connection with this contract shall be submitted to arbitration, in accordance with the rules of arbitration of the American Arbitration Association.

1011A 16 (01/06/91) Price Control

You certify that the contract price of the supplies is not in excess of any applicable maximum price established under any statute, regulation or order to which you are subject and you agree that if, at any time, the contract price is in excess of such a maximum price, then the contract price shall be automatically reduced to the extent required, and you will make any necessary refunds to us.

1011A 17 (01/06/91) Taxes

Unless otherwise specified in this contract, the prices herein include no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. Such prices, however, include all other taxes. If the supplies are normally subject to federal excise tax, we will, upon request, furnish you with a certificate of exemption from such federal excise tax in the form prescribed by the Federal Regulations. We undertake to supply you with such evidence of export as may, from time to time, be properly requested by the tax authorities. If, as a result of our failure to do so, you are compelled to pay such federal excise tax, we shall reimburse you therefor, provided, however, that you will thereafter take such steps as we may require in an effort to recover such payment, and shall refund to us any amount so recovered.

1011A 18 (01/06/91) Termination

We shall have the right to terminate this contract at any time by giving you notice to that effect by registered mail. In that event, all supplies completed and ready for delivery when said notice is received by you will be duly purchased and paid for by us as set forth in this contract. As to all supplies not so completed and ready for delivery, we shall have the option (with respect to all or any part thereof) of requiring their completion and of taking delivery thereof, paying the full contract price therefor, or of paying you, in full settlement of all our obligations with respect thereto, a sum equal to the cost actually incurred by you in connection with the manufacture of such supplies to the date of termination and, in addition, an amount representing a fair and reasonable profit in respect of the work done thereon, less any advance payment previously made by us with respect thereto, and less the salvage value of any supplies remaining unfinished. The amount of such cost will be determined from your books of account in accordance with good accounting practice.

Whenever practicable, you shall procure materials and/or parts required for the performance of this contract on terms that will enable you to terminate any contracts entered into by you therefor upon terms similar to those herein provided for in respect of the termination of this contract by us and you will co-operate with us and do everything reasonably within your power at all times to minimize and reduce the amount of our obligations under the provisions of this section 18.

1011A 19 (01/06/91) Accounts

You shall, during the performance of the contract, keep proper books, accounts and records of the cost to you of the work and of all expenditures and commitments made by you in connection therewith and the invoices, receipts and vouchers relating thereto. If the price provided for in the contract is other than a firm fixed price, or in the event of termination of all or part of the work, you shall, unless otherwise agreed to by us, cause all such books, accounts, records, invoices, receipts and vouchers as aforesaid to be preserved and kept available for audit and inspection by our authorized representatives at any time until the expiration of six (6) years from the end of the calendar year in which the contract is terminated or completed, and shall afford all facilities for such audits and inspection and shall furnish our authorized representatives with such information as they may from time to time require with reference thereto.

1011A 20 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the *contingency fee*.
4. In this section:

"*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"*employee*" means a person with whom the Contractor has an employer/employee relationship;

"*person*" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

1011A 21 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on *overdue* advance payments.

1026A 00 (01/12/00) Supplies - Firm Price**Public Works and Government Services Canada**

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1026A 01 (01/12/00) Interpretation

1. Unless the context otherwise requires,

"*Agreement*" means the particular agreement or Contract of which, in each specific case, these General Conditions are made a part;

"*Canada*", "*Crown*", or "*Her Majesty*" means Her Majesty the Queen in right of Canada;

"*Contract*" includes the Agreement, these General Conditions and any Supplemental General Conditions, specifications, labour conditions, schedules and any other documents referred to in the Agreement as constituting the Contract;

"*Contract Price*" means the amount expressed in the Contract to be payable to the Contractor for the finished work;

"*cost*" means cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2 (as revised to date of Contract) and any subsequent revisions thereof;

"*equipment*" includes machinery, apparatus, jigs, tools, dies, gauges, instruments and equipment of all kinds;

"*finished work*" means the defence supplies or defence project or other work completed in accordance with the provisions of the Contract;

"*Government Issue*" means all materials, parts, components, equipment, specifications, articles and things which may be supplied to the Contractor by or on behalf of Canada for the purposes of the Work;

"*herein*", "*hereby*", "*hereof*", "*hereunder*" and similar expressions, when used in any section, shall be understood to relate to the Contract as a whole and not merely to the section in which they appear;

"*Inspector*" means the person designated as such by the Contract and any person acting on behalf of Canada or the Minister as the Inspector under the Contract;

"*invention*" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;

"*Minister*" means the Minister responsible for the Contract and includes his Deputy Minister and any Acting, Associate or Assistant Deputy Minister and any duly authorized officer or representative of the Minister;

"*specifications*" means the specifications, plans, drawings, designs and models, if any, furnished to the Contractor by Canada or the Minister for the carrying out of the Contract;

"*Supplemental General Conditions*" means any other general conditions forming part of the *Contract*;

"*Work*" means the whole of the work, materials, matters and things required to be done, furnished and performed in order to carry out the Contract;

2. Words in the singular number includes the plural and vice versa.
3. In the event of any inconsistencies, the provisions of the Agreement and these General Conditions shall prevail over the *specifications* and the provisions of the Agreement and *Supplemental General Conditions* shall prevail over these General Conditions.

4. The *Contract* is a defence contract within the meaning of the *Defence Production Act* and shall be read accordingly.

1026A 02 (13/12/99) Powers of Minister

The *Minister* is the agent of *Canada* for all purposes of the *Contract*. Nothing contained in or omitted from the *Contract* shall restrict any of the rights or powers of *Canada* or the *Minister* under the *Defence Production Act* or otherwise. Every right, remedy, power and discretion vested in the *Minister* under the *Contract* or otherwise shall be cumulative and non-exclusive.

1026A 03 (01/12/00) Assignment and Subletting

1. The Contractor shall not assign the *Contract* or sublet any of the *Work* without the prior written consent of the *Minister* and any assignment or subletting made without such consent shall be of no effect provided that, unless the *Contract* or the *Minister* directs otherwise, the Contractor may sublet such portions of the *Work* as is customary in the carrying out of similar contracts. No assignment or subletting shall relieve the Contractor from any of its obligations under the *Contract* or impose any liability upon *Canada* or the *Minister* to an assignee or subcontractor.
2. Unless otherwise agreed to by the *Minister* in any assignment or subletting, the Contractor agrees to bind each assignee or subcontractor by the terms of the general conditions, the *Supplemental General Conditions*, if any, the Labour Conditions, the drawings and *specifications* as far as applicable to the *Work*.
3. No act or omission of the Contractor, whether before or after the entry into the *Contract*, shall have the effect of rendering any monies payable by *Canada* under the *Contract* payable to any person, firm or corporation other than the Contractor, unless *Canada* consents thereto.
4. Subject to the preceding provisions of this section, the *Contract* shall inure to the benefit of and shall be binding upon the successors and assigns of *Canada* and the Contractor, respectively.

1026A 04 (01/06/91) Conduct of the Work

1. The Contractor agrees to carry out the *Work* diligently and to provide efficient supervision and inspection thereof and that the *Work* will be of proper quality, material and workmanship and in full conformity with the *specifications*, drawings, models or samples, if any, and all other requirements of the *Contract*.
2. No materials or parts shall be used or processed and no *finished work* shall be submitted for acceptance or shall be delivered unless or until approved by the Contractor's inspection staff and, wherever practicable, marked with an approval stamp satisfactory to the *Inspector*. The Contractor shall keep proper and adequate inspection records which shall at all times be open to examination by the *Inspector* who may make copies thereof and take extracts therefrom.
3. The *Minister* and the *Inspector* shall have access to the *Work* at all times and to the plant and premises where any part of the *Work* is being carried on, and may make such inspections and tests of the *Work* and of parts, materials and work-in-process as the *Minister* or the *Inspector* may think fit. The Contractor shall provide at its own expense all assistance and facilities, test pieces and samples which the *Minister* or the *Inspector* may reasonably require for the carrying out of any such inspections and any such tests as aforesaid, and shall forward at its own expense such test pieces and samples to such person or location as the *Minister* or the *Inspector* may direct. The Contractor shall at its own expense provide the *Minister* and the *Inspector* with such accommodation as they

may require for the purpose of such inspections and any such tests and for the exercise of any other powers conferred upon them *hereunder*.

4. The Contractor shall not stop or suspend work pending the settlement or determination of any differences arising under the *Contract*, unless so instructed by the *Minister*.

1026A 05 (13/12/99) Specifications, Drawings, etc.

1. All *specifications*, drawings, patterns, samples and other information furnished the Contractor in connection with the *Contract* shall be used by the Contractor solely for the purpose of carrying out the *Work* and for no other purpose except with the consent in writing of the *Minister* and shall remain the property of *Canada* and be returned to *Canada* or the *Minister* upon demand.
2. Any minor part or parts not shown in the *specifications*, drawings, patterns or samples, but which are necessary for the due completion of the *Work* shall be deemed to be included in the *Contract price* and no addition to the *Contract Price* will be allowed by reason of such omission, unless otherwise agreed to by the *Minister*.

1026A 06 (01/06/91) Inspection

All work shall be subject to inspection by the *Inspector* prior to acceptance. Should the *Work* be defective in materials or workmanship or otherwise not be in accordance with the requirements of the *Contract*, the *Inspector* shall have the right to reject the *Work* or to require its correction. Inspection by the *Inspector* either at the plant of the Contractor or of any of its subcontractors shall not relieve the Contractor from responsibility for defects or other failure to meet the requirements of the *Contract*. The Contractor agrees to accept and be bound by the *Inspector's* interpretation of the meaning of the *specifications*.

1026A 07 (01/12/00) Title and Acceptance

Except as otherwise provided in the *Contract*, title to the *Work* or any part thereof shall vest in *Canada* upon delivery to the consignee and acceptance thereof by the consignee. Acceptance by the consignee of the *Work* or any part thereof shall be deemed to be acceptance thereof by *Canada*.

1026A 08 (01/06/91) Warranty

1. Notwithstanding prior acceptance of the *finished work*, and without restricting any other term of the *Contract* or any condition, warranty or provision implied or imposed by law, the Contractor, if requested by the *Minister* to do so at any time within 12 months from the date of delivery, shall:
 - (a) replace or make good at its own expense any *finished work*, excluding *Government Issue* incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship;
 - (b) deliver such *finished work* free from all defects to the delivery point specified in the *Contract*, unless otherwise agreed to by the *Minister*,

provided that where, in the opinion of the *Minister*, it is not expedient to remove such defective *finished work* from its location, the Contractor shall replace or make good the defective *finished work* at such location, and shall be paid the actual *cost* incurred in so doing (including reasonable travelling and living expenses) with no allowance thereon by way of overhead profit, less a sum

equivalent to the cost of making good the defective *finished work* had it been made good at the Contractor's plant.

1026A 09 (13/12/99) Government Issue

1. All items comprised in any *Government Issue* shall be used by the Contractor solely for the purposes of the *Contract* and shall always be and remain the property of *Canada* and wherever feasible the Contractor shall maintain adequate accounting records of all *Government Issue* and shall mark the same as being *Canada's* property.
2. All *Government Issue* (except such as are installed or incorporated in the *Work*) shall be returned to *Canada* upon demand, in the same condition as when supplied to the Contractor provided that the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear or causes beyond the Contractors' control.
3. All scrap and waste materials derived from any *Government Issue* or from any other materials, articles or things which are the property of *Canada*, shall, unless otherwise specifically provided *herein*, remain the property of *Canada* and shall be disposed of only as prescribed by the *Minister*.

1026A 10 (01/06/91) Conditions Precedent to Payment

1. No payment shall be made to the Contractor unless or until,
 - (a) invoices, inspection notes and all other documents prescribed from time to time by the *Minister* or *Inspector* are submitted in accordance with the terms of the *Contract* or instructions of the *Minister*, and
 - (b) the Contractor, if required to do so, establishes to the satisfaction of the *Minister* that all materials, parts, work-in-process or *finished work* in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.

1026A 11 (01/12/00) Indemnity Against Claims

1. Except as otherwise provided in the *Contract*, the Contractor shall indemnify and save harmless *Canada* and the *Minister* from and against any and all claims, damages, loss, costs and expenses which they or either of them may at any time incur or suffer as a result of or arising out of,
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the carrying out of the *Work* or any part thereof; and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or *finished work* delivered to or in respect of which any payment has been made by *Canada*.

1026A 12 (01/12/00) Title on Progress Payments

Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process, or *finished work*, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and *finished work* so paid for by such progress payments or accountable advances or otherwise shall vest and remain in *Canada* unless already so vested under any provision of the

Contract and the Contractor shall be responsible therefor in accordance with the provisions of section 14 *hereof*, it being understood and agreed that such vesting of title in *Canada* shall not constitute acceptance by *Canada* of such materials, parts, work-in-process and *finished work* and shall not relieve the Contractor of its obligations to perform the *Work* in conformity with the requirements of the *Contract*.

1026A 13 (13/12/99) Further Assurances

Wherever it is *herein* provided that title to any parts, materials, work-in-process or *finished work* becomes vested in *Canada*, the Contractor shall execute such conveyances thereof and other instruments as the *Minister* may request.

1026A 14 (13/12/99) Care of Crown Property

Except as otherwise provided in the *Contract*, no insurance shall be carried by the Contractor on any property, title to which is vested in *Canada*, including any machinery, *equipment* and production tooling which is the property of *Canada*. The Contractor shall take reasonable and proper care of all property, title to which is vested in *Canada*, while the same is in, on or about the plant and premises of the Contractor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

1026A 15 (01/06/91) Time of Essence

Time shall be deemed to be of the essence of the *Contract*, provided that the time for completing any of the *Work* which has been or is likely to be delayed by reason of force majeure or other cause beyond the reasonable control of the Contractor shall be extended by a period equal to the length of the delay so caused, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the *Minister*.

1026A 16 (01/12/00) Security and Protection of the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of *Canada* in connection with the *Work*, and all information developed by the Contractor as part of the *Work*, and shall not disclose any such information to any person without the written permission of the *Minister*, except that the Contractor may disclose to a subcontractor, authorized in accordance with this *Contract*, information necessary to the performance of the subcontract. This section does not apply to any information that:
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than *Canada*, except any source that is known to the Contractor to be under an obligation to *Canada* not to disclose the information.
2. When the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the Department of Public Works and Government Services *Industrial Security Manual* and its supplements and any other instructions issued by the *Minister*.
3. Without limiting the generality of subsections 1 and 2, when the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or

PROTECTED by *Canada*, the *Minister* shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the *Contract*, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the *Minister* dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

1026A 17 (01/12/00) Patent Claims and Royalties

1. In this section, "Royalties" includes license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use of infringement of any patent, registered industrial design, or copyright, by the Contractor in, or the furnishing of any engineering or technical assistance or services to the Contractor for the performance of the *Contract* or any part thereof.
2. *Canada* shall indemnify the Contractor against claims, actions or proceedings for the payment of royalties in respect of anything the model, plan, design or specification of which shall have been supplied by or on behalf of *Canada* to the Contractor, but this indemnity shall apply only to the *Contract*.
3. Except as provided in subsection 2 of this section, and subject as hereinafter provided, the Contractor shall indemnify *Canada* against claims, actions, or proceedings for the payment of royalties in respect of the carrying out of the *Contract*, or in respect of the use of or disposal by or for *Canada* of articles and supplies furnished *hereunder*.
4. The Contractor shall forthwith notify the *Minister* of all royalties which the Contractor or any of its subcontractors will or may be obligated to pay or proposes to pay for or in respect of the carrying out of the *Contract*, and the basis thereof, and the parties to whom the same are payable, and shall from time to time promptly advise the *Minister* of any and all claims or arrangements made or proposed which would or might result in further or different payments by way of royalties being made by the Contractor or any of its subcontractors.
5. If and to the extent that the *Minister* so directs, the Contractor shall not pay, and shall direct its subcontractors not to pay any royalties in respect of the carrying out of the *Contract* except with the consent in writing of the *Minister* and subject to such conditions as the *Minister* may impose.
6. From and after the giving of any such direction, and subject to compliance by the Contractor with the foregoing provisions, *Canada* shall relieve and indemnify the Contractor from and against all claims, actions or proceedings for payment of such royalties as are covered by such direction.
7. The *Contract Price* shall be reduced by the amount of royalties included therein to which the indemnity provided by subsection 6 of this section shall apply.

1026A 18 (01/12/00) Patent Licenses and use of Technical Information

1. The Contractor shall promptly report and fully disclose to the *Minister* any and all inventions, methods or processes, whether patented or unpatented, conceived or made in the course of carrying out the *Work* and the Contractor agrees to and does *hereby* grant unto *Canada* a non-exclusive, irrevocable, royalty-free license to make, have made and use for military purposes throughout the world and to sell or otherwise dispose of any article or thing embodying or using any and all such inventions, methods or processes, and a similar license to practice or cause to be practised any such method or processes.

2. *Canada* may duplicate, use, and disclose in any manner for Government purposes, including delivery to other governments for the furtherance of mutual defense of Canadian and such other governments, all or any part of the technical information including reports, drawings, blueprints, and other data specified to be delivered by the Contractor under this *Contract*.

1026A 19 (01/06/91) Suspension of Work and Change in Specifications

The *Minister* may, at any time and from time to time, order a suspension of the *Work* in whole or in part, and make modifications of, changes in or additions to the *specifications*, changes in methods of shipment or packing and in the place or time of delivery. All directions given by the *Minister* with respect of the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the *cost* of the *Work*, the *Contract Price* shall be adjusted accordingly provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in *cost* shall be disregarded.

1026A 20 (01/04/92) Use of Canadian Labour and Materials
CANCELLED

1026A 21 (01/12/00) Default by Contractor

1. If the Contractor is in default in carrying out any of the terms, conditions, or obligations of the *Contract*, or if the Contractor becomes bankrupt or insolvent, or has a receiving order made against it, or makes an assignment for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the *Minister* may, upon giving notice in writing to the Contractor, terminate the whole or any part of the *Contract*.
2. Upon the giving of such notice, the Contractor shall have no claim for any further payment save as hereinafter in this section 21 provided, but shall remain liable to *Canada* for all loss and damage which may be suffered by *Canada* by reason of the default or occurrence upon which such notice was based.
3. Notwithstanding the provisions of subsection 2 of this section, the Contractor shall not be liable for any loss or damage if the failure to perform the *Contract* on which the notice of termination is based arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include but are not restricted to strikes, floods, fires, epidemics, act of God or of the Queen's enemies.
4. Upon termination of the *Contract* under this section, the *Minister* may require the Contractor to deliver to *Canada*, in the manner and to the extent directed by the *Minister*, any *finished work* which has not been delivered and accepted prior to such termination and any materials, parts, work-in-process, or tools, which the Contractor has specifically acquired or produced for the fulfilment of the *Contract*. Subject to the deduction of any claim which *Canada* may have against the Contractor arising under the *Contract* or out of the termination, *Canada* shall pay or credit to the Contractor the value of all such *finished work* delivered pursuant to such direction and accepted by *Canada* determined in accordance with the *Contract Price* and shall pay or reimburse the Contractor the reasonable and proper *cost* to the Contractor of all materials, parts or work-in-process delivered to *Canada* pursuant to such direction.
5. If after notice of termination of the *Contract* under the provisions of subsection 1 of this section it is determined by the *Minister* that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to section

26 (Termination) of these General Conditions and the rights and obligations of the parties hereto shall be governed by that section.

1026A 22 (13/12/99) No Bribe, etc.

The Contractor warrants that no bribe, gift, or other inducement has been paid, given, promised or offered to any official or employee of *Canada* for, or with a view to, the obtaining of the *Contract* by the Contractor.

1026A 23 (01/06/91) Labour and Health Conditions

The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the *Work*.

1026A 24 (01/06/91) Members of the House of Commons

No members of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit to arise therefrom.

1026A 25 (01/06/91) Notice

Any notice to the Contractor *hereunder* shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid as the case may be, addressed to the Contractor at its address as given in the *Contract* or, if no address is so given, at its address as shown by the records of the *Minister*. Any notice so given shall be deemed to have been received by the Contractor at the time when in the ordinary course such letter or telegram should have reached its destination.

1026A 26 (01/12/00) Termination

1. Notwithstanding anything in the *Contract* contained, the *Minister* may, by giving notice to the Contractor (hereinafter sometimes referred to as a "termination notice"), terminate the *Contract* as regards all or any part or parts of the *Work* not theretofore completed. Upon a termination notice being given, the Contractor shall cease work (including the manufacturing and procuring of materials for the fulfilment of the *Contract*) in accordance with and to the extent specified in such notice. The *Minister* may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the work not terminated by any previous termination notice.
2. In the event of a termination notice being given under the provisions of this section, and subject as hereinafter provided
 - (a) all *finished work*, whether completed before the giving of such notice or completed thereafter pursuant to such notice, shall be paid for (subject to acceptance in accordance with the provisions of the *Contract*) on the basis of the *Contract Price*;
 - (b) in respect of work not completed before the giving of such notice, and not completed thereafter pursuant to such notice, the Contractor shall be entitled to be reimbursed the actual *cost* to the Contractor of such uncompleted work and to receive in addition an amount representing a fair and reasonable profit in respect of work done thereon. *Cost* shall be determined in accordance with the provisions of the Contract Cost Principles, DSS-MAS 1031-2, subject to any modifications thereof which the *Minister* may consider to be appropriate in the circumstances;

- (c) subject as provided in paragraph (d) of this subsection 2, the Contractor shall be entitled to be reimbursed the amount of any capital expenditures specifically authorized by the *Contract* or approved by the *Minister* for the purpose of the *Contract* (and actually made or incurred) to the extent that the same (less any depreciation in respect thereof already taken into account in determining *cost*) were reasonably and properly incurred by the Contractor in respect of and are properly apportionable to the performance of the *Contract* and not included in the amounts paid or payable to the Contractor in respect of *finished work*;
- (d) if the *Contract* is exclusively a *Contract* for the making of capital expenditures in respect of additional *equipment* or plant additions, the foregoing paragraphs (a) to (c) inclusive of this subsection 2 shall not apply but *Canada* shall pay, or reimburse the Contractor for the reasonable and proper *cost* to the Contractor (not previously paid by *Canada*) of:
 - (1) all additional *equipment* which, prior to the giving of the termination notice, shall have been purchased, acquired or manufactured by the Contractor, or contracted for and for which the Contractor is obligated to make payments, and
 - (2) all additional *equipment* in process of manufacture by the Contractor as at the date of the giving of such notice and all work in connection with the construction of the plant addition up to the said date, including the *cost* of materials and parts contracted for by the Contractor for the purpose of such manufacture of construction and for which the Contractor is obligated to make payment.
- 3. Provided always that no reimbursements shall be made in respect of work which has been or may be rejected after inspection as not complying with the requirements of the *Contract*.
- 4. The Contractor shall not be reimbursed any amount which, taken together with any amounts paid or due or becoming due to the Contractor under the *Contract*, shall exceed the *Contract Price* applicable to the work or the particular part thereof.
- 5. Notwithstanding the provisions of any of the foregoing subsections 1 to 4 inclusive, the amounts which the Contractor shall be entitled to be reimbursed in the event of the giving of a termination notice under this section 26 shall include, subject as hereinafter provided, the costs of the Contractor of and incidental to the cancellation of obligations incurred by the Contractor pursuant to the termination notice, the *cost* of preparing the necessary accounts and statements with respect to work performed to the effective date of such termination and commitments made by the Contractor with respect to the terminated portions of the *Work*, wages which the Contractor is obligated under any laws and regulations for the time being in force, to pay to employees whose services are no longer required by reason of such termination, the costs of and incidental to the taking of an inventory of materials, components, work-in-process and *finished work* on hand at the effective date of the termination and other costs and expenses of and incidental to the termination, in whole or in part, of operations under the *Contract* provided always that payment and reimbursement under the provisions of this subsection shall be made only to the extent that it is established to the satisfaction of the *Minister* that the costs and expenses aforesaid were actually incurred by the Contractor and that the same are reasonable and are properly attributable to the termination of the *Work* or the part thereof so terminated.
- 6. In case of disagreement as to the amount which the Contractor is entitled to be reimbursed, the matter shall be referred to the Federal Court.
- 7. As far as practicable, the Contractor shall place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon conditions and terms similar in effect to these provided in this section, and generally the Contractor shall co-operate with the *Minister* and do everything reasonably within its power at all times to minimize and reduce the amount of *Canada's* obligations in the event of termination *hereunder*.

8. Title to all materials, parts, plant, *equipment* and work-in-process in respect of which reimbursement is made to the Contractor as *herein* provided shall, upon such reimbursement being made, pass to and vest in *Canada* unless already so vested under any other provision of the *Contract* and such materials, parts, plant, *equipment* and work-in-process shall be delivered to the order of the *Minister*, but the materials thus taken over will in no case be in excess of what would have been required for performing the *Contract* in full if no termination notice had been given.
9. If the *Minister* is satisfied that by reason of any action taken under the provisions of this section exceptional hardships have resulted to the Contractor, then the *Minister* may, in his absolute discretion, grant such allowance (not to include in any case, however, any allowance or compensation for loss of profit) to the Contractor as, in the opinion of the *Minister*, is warranted by the circumstances.
10. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action or notice given by the *Minister* under or pursuant to the provisions of this section to the extent in this section expressly provided.

1026A 27 (01/06/91) Accounts

The Contractor shall keep proper accounts and records of the *cost* to the Contractor of the work and of all expenditures or commitments made by the Contractor in connection therewith and such accounts and records together with the related invoices, receipts and vouchers shall be open to audit and inspection by the authorized representatives of the *Minister* (who may make copies thereof and take extracts therefrom) at any time until the expiration of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed and the Contractor shall afford all facilities for such audits and inspections and shall furnish the *Minister* and his authorized representatives with all such information as he or they may from time to time require with reference to such accounts, records, invoices, receipts and vouchers until the expiration of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed, but shall preserve and keep the same available for audit and inspection at any time during such retention period.

1026A 28 (01/06/91) Foreign Exchange

Unless otherwise provided in the *Contract* or agreed to by the *Minister*, the Contractor shall not be entitled to any increase in the *Contract Price* by reason of foreign exchange fluctuations.

1026A 29 (01/06/91) Increased Taxes and Duties

1. In the event of any change in any tax imposed under the *Excise Act*, the *Excise Tax Act*, or any duties imposed under the *Customs Tariff* after the date of the *Contract* and which affects the *cost* to the Contractor of the work, the *Contract Price* shall be adjusted to reflect the increase or decrease in the *cost* to the Contractor.
2. As a prerequisite of payment, the Contractor shall forward to the *Minister* a certified statement showing the increase or decrease in *cost* to the Contractor that is directly attributable to the change in tax or duty. Any price revision under this section may be verified by government audit.
3. For the purpose of determining the adjustment in price referred to in subsection 2 of this section resulting from any change in tax or duty described in subsection 1 of this section, where such tax or duty is changed after the date of submission of the Contractor's tender or price proposal but public notice of such change has been given by the Minister of Finance before the date of submission thereof, the change of such tax or duty shall, for the purposes of this section, be deemed to have occurred before the date of submission of such tender or price proposal.

1026A 30 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a *contingency fee* for the solicitation, negotiation or obtaining of this *Contract* to any person other than an employee acting in the normal course of the *employee's* duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the *Contract Price* or otherwise the full amount of the *contingency fee*.

4. In this section,

"*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"*employee*" means a person with whom the Contractor has an employer/employee relationship;

"*person*" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

1026A 31 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. *Canada* shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is *overdue*, from the date such amount becomes overdue until the day prior to the *date of payment*, inclusive. Interest shall be paid without notice from the Contractor.

3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.
4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

1026B 00 (01/12/00) Supplies - Cost Reimbursement

Public Works and Government Services Canada

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1026B 01 (01/12/00) Interpretation

1. Unless the context otherwise requires,

"*Agreement*" means the particular agreement or *Contract* of which, in each specific case, these General Conditions are made a part;

"*Canada*", "*Crown*", or "*Her Majesty*" means Her Majesty the Queen in right of Canada;

"*Contract*" includes the *Agreement*, these General Conditions and any *Supplemental General Conditions*, *specifications*, labour conditions, schedules and any other documents referred to in the *Agreement* as constituting the *Contract*;

"*Contract Price*" means the amount expressed in the *Contract* to be payable to the *Contract* or for the work;

"*cost*" means cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2 (as revised to date of contract) and any subsequent revisions thereof;

"*equipment*" includes machinery, apparatus, jigs, tools, dies, gauges, instruments and equipment of all kinds;

"*finished work*" means the defence supplies or defence project or other work completed in accordance with the provisions of the *Contract*;

"*Government Issue*" means all materials, parts, components, *equipment*, *specifications*, articles and things which may be supplied to the *Contract* or by or on behalf of *Canada* for the purposes of the work;

"*herein*", "*hereby*", "*hereof*", "*hereunder*" and similar expressions, when used in any section, shall be understood to relate to the *Contract* as a whole and not merely to the section in which they appear;

"*Inspector*" means the person designated as such by the *Contract* and any person acting on behalf of *Canada* or the *Minister* as the *Inspector* under the *Contract*;

"*inventions*" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;

"*Minister*" means the Minister responsible for the *Contract* and includes his Deputy Minister and any Acting, Associate or Assistant Deputy Minister and any duly authorized officer or representative of the *Minister*;

"*Supplemental General Conditions*" means any other general conditions forming part of the *Contract*;

"*specifications*" means the *specifications*, plans, drawings, designs and models, if any, furnished to the *Contract* or by *Canada* or the *Minister* for the carrying out of the *Contract*;

"*subcontractor*" includes a person, firm or corporation having a *Contract* with the Contractor for the execution of a part or parts of the work and also a person, firm or corporation furnishing materials to the Contractor in connection with the work;

"*Work*" means the whole of the work, materials, matters and things required to be done, furnished and performed in order to carry out the *Contract*;

2. The singular number includes the plural and vice versa.

3. In the event of any inconsistencies, the provisions of the *Agreement* and these general conditions shall prevail over the *specifications* and the provisions of the *Agreement* and *Supplemental General Conditions* shall prevail over these General Conditions.
4. The *Contract* is a defence contract within the meaning of the Defence Production Act and shall be read accordingly.

1026B 02 (13/12/99) Powers of Minister

The *Minister* is the agent of *Canada* for all purposes of the *Contract*. Nothing contained in or omitted from the *Contract* shall restrict any of the rights or powers of *Canada* or the *Minister* under the *Defence Production Act*, or otherwise. Every right, remedy, power and discretion vested in the *Minister* under the *Contract* or otherwise shall be cumulative and non-exclusive.

1026B 03 (01/12/00) Assignment and Subletting

1. The Contractor shall, before entering into any subcontracts or *Work* or materials, notify the *Minister* in writing of such proposed subcontracts and shall furnish such particulars thereof as the *Minister* may require. The *Contract* shall not be assigned nor any of the *Work* sublet without the prior written consent of the *Minister* and any assignment or subletting made without such consent shall be of no effect provided that, unless the *Contract* or the *Minister* directs otherwise, the Contractor may sublet such portions of the *Work* as is customary in the carrying out of similar contracts. No assignment or subletting shall relieve the Contractor from any of its obligations under the *Contract* or impose any liability upon *Canada* or the *Minister* to an assignee or subcontractor, unless otherwise agreed to by the *Minister*.
2. Unless otherwise agreed to by the *Minister* in any assignment or subletting, the Contractor agrees to bind each assignee or subcontractor by the terms of the general conditions, the *Supplemental General Conditions*, if any, the labour conditions and the drawings and *specifications* as far as applicable to the *Work*.
3. No act or omission of the Contractor, whether before or after the entry into the *Contract*, shall have the effect of rendering any monies payable by *Canada* under the *Contract* payable to any person, firm or corporation other than the Contractor, unless *Canada* consents thereto.
4. The *Minister* may, on request, furnish to any subcontractor evidence of the amounts submitted by the Contractor on the subcontractor's account.
5. Subject to the foregoing, the *Contract* shall inure to the benefit of and shall be binding upon the successors and assigns of *Canada* and of the Contractor, respectively.

1026B 04 (01/06/91) Discounts

The Contractor shall, as far as practicable, take all trade discounts, rebates, refundable taxes and duties, credits, commissions and other allowances. In determining the actual net *cost* of articles and materials of every kind required for the performance of this *Contract*, there shall be deducted from the gross *cost* thereof all trade discounts, rebates, refundable taxes and duties, credits, commissions and other allowances as aforesaid. Such benefits lost through no fault or neglect on the part of the Contractor shall not be deducted from gross costs.

1026B 05 (01/06/91) Conduct of the Work

1. The Contractor agrees to carry out the *Work* diligently and to provide efficient supervision and inspection thereof and that the *Work* will be of proper quality, material and workmanship and in full conformity with the *specifications*, drawings, models or samples, if any.
2. No materials or parts shall be used or processed and no *finished work* shall be submitted for acceptance or shall be delivered unless or until approved by the Contractor's inspection staff and, wherever practicable, marked with an approval stamp satisfactory to the *Inspector*. The Contractor shall keep proper and adequate inspection records which shall at all times be open to examination by the *Inspector* who may make copies thereof and take extracts therefrom.
3. The *Minister* and the *Inspector* shall have access to the *Work* at all times and to the plant and premises where any part of the work is being carried on, and may make such inspections and tests of the *Work* and of parts, materials and work in process as the *Minister* or the *Inspector* may think fit. The Contractor shall provide all assistance and facilities, test pieces and samples which the *Minister* or the *Inspector* may reasonably require for the carrying out of any such inspections and any such tests as aforesaid and shall forward such test pieces and samples to such person or location as the *Minister* or the *Inspector* may direct. The Contractor shall provide the *Minister* and the *Inspector* with such accommodation as they may require for the purpose of such inspections and any such tests and for the exercise of any other powers conferred upon them *hereunder*.
4. The Contractor shall not stop or suspend *Work* pending the settlement or determination of any differences arising under the *Contract*, unless so instructed by the *Minister*.

1026B 06 (13/12/99) Specifications, Drawings, etc.

All *specifications*, drawings, patterns, samples and other information furnished the Contractor in connection with the *Contract* shall be used by the Contractor solely for the purpose of carrying out the *Work* and for no other purpose except with the consent in writing of the *Minister* and shall remain the property of *Canada* and be returned to *Canada* or the *Minister* upon demand.

1026B 07 (01/06/91) Inspection

All *Work* shall be subject to inspection by the *Inspector* prior to acceptance. Should the *Work* be defective in materials or workmanship or otherwise not be in accordance with the requirements of the *Contract*, the *Inspector* shall have the right to reject the *Work* or to require its correction. Inspection by the *Inspector* either at the plant of the Contractor or of any of its subcontractors shall not relieve the Contractor from responsibility for defects or other failure to meet the requirements of the *Contract*. The Contractor agrees to accept and be bound by the *Inspector's* interpretation of the meaning of the *specifications*.

1026B 08 (01/12/00) Title and Acceptance

Except as otherwise provided in the *Contract*, title to the *Work* or any part thereof shall vest in *Canada* upon delivery to the consignee and acceptance thereof by the consignee. Acceptance by the consignee of the *Work* or any part thereof shall be deemed to be acceptance thereof by *Canada*.

1026B 09 (01/06/91) Warranty

1. Notwithstanding prior acceptance of the *finished work*, and without restricting any other term of the *Contract* or any condition, warranty or provision implied or imposed by law, the Contractor, if requested by the *Minister* to do so at any time within 12 months from the date of delivery, shall:

- (a) replace or make good at its own expense any *finished work*, excluding *Government Issue* incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship
- (b) deliver such *finished work* free from all defects to the delivery point specified in the *Contract*, unless otherwise agreed to by the *Minister*;

provided that where, in the opinion of the *Minister*, it is not expedient to remove such defective *finished work* from its location, the Contractor shall replace or make good the defective *finished work* at such location, and shall be paid the actual *cost* incurred in so doing (including reasonable travelling and living expenses) with no allowance thereon by way of overhead or profit, less a sum equivalent to the *cost* of making good the defective *finished work* had it been made good at the Contractor's plant.

1026B 10 (13/12/99) Government Issue

1. All items comprised in any *Government Issue* shall be used by the Contractor solely for the purposes of the *Contract* and shall always be and remain the property of *Canada* and wherever feasible the Contractor shall maintain adequate accounting records of all *Government Issue* and shall mark the same as being *Canada's* property.
2. All *Government Issue* (except such as are installed or incorporated in the *Work*) shall be returned to *Canada* upon demand, in the same condition as when supplied to the Contractor provided that the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear or causes beyond the Contractor's control.
3. All scrap and waste materials derived from any *Government Issue* or from any other materials, articles or things which are the property of *Canada*, shall, unless otherwise specifically provided *herein*, remain the property of *Canada* and shall be disposed of only as prescribed by the *Minister*.

1026B 11 (01/06/91) Spoilage and Defective Work

The Contractor shall carry out the *Work* as economically as possible and shall avoid waste and spoilage. If the character and value of any spoiled and wasted materials, or defective *Work*, in the opinion of the *Minister* constitutes mismanagement on the part of the Contractor, the *cost* of the spoiled and wasted materials and the *cost* of re-working the defective *Work* to the extent directed by the *Minister* shall not be considered as part of the *cost* of the *Work* and the Contractor shall not be reimbursed therefor.

1026B 12 (13/12/99) Care of Crown Property

Except as otherwise provided in the *Contract*, no insurance shall be carried by the Contractor on any property, title to which is vested in *Canada*, including any machinery, *equipment* and production tooling which is the property of *Canada*. The Contractor shall take reasonable and proper care of all property, title to which is vested in *Canada*, while the same is in, on or about the plant and premises of the Contractor or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

1026B 13 (01/06/91) Time of Essence

Time shall be deemed to be of the essence of the *Contract* provided that the time for completing any of the *Work* which has been or is likely to be delayed by reason of force majeure or other cause beyond the reasonable control of the Contractor shall be extended by a period equal to the length of the delay so caused, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the *Minister*.

1026B 14 (01/06/91) Accounts

The Contractor shall keep proper accounts and records of the *cost* to the Contractor of the *Work* and of all expenditures or commitments made by the Contractor in connection therewith and such accounts and records together with the related invoices, receipts and vouchers shall be open to audit and inspection by the authorized representatives of the *Minister* (who may make copies thereof and take extracts therefrom) at any time until the expiration of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed and the Contractor shall afford all facilities for such audits and inspections and shall furnish the *Minister* and his authorized representatives with all such information as he or they may from time to time require with reference to such accounts, records, invoices, receipts and vouchers. The Contractor shall not, without the consent of the *Minister*, dispose of any such accounts, records, invoices, receipts and vouchers until the expiration of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed, but shall preserve and keep the same available for audit and inspection at any time during such retention period.

1026B 15 (01/12/00) Security and Protection of Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of *Canada* in connection with the *Work*, and all information developed by the Contractor as part of the *Work*, and shall not disclose any such information to any person without the written permission of the *Minister*, except that the Contractor may disclose to a subcontractor, authorized in accordance with this *Contract*, information necessary to the performance of the subcontract. This section does not apply to any information that:
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than *Canada*, except any source that is known to the Contractor to be under an obligation to *Canada* not to disclose the information.
2. When the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the Department of Public Works and Government Services Industrial Security Manual and its supplements and any other instructions issued by the *Minister*.
3. Without limiting the generality of subsections 1 and 2, when the *Contract*, the *Work*, or any information referred to in subsection (1) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the *Minister* shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the *Contract*, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the *Minister* dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

1026B 16 (01/12/00) Patent Claims and Royalties

1. In this section, "royalties" includes license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, or copyright by the Contractor in, or the furnishing of any engineering or technical assistance or services to the Contractor for the performance of the *Contract* or any part thereof.
2. *Canada* shall indemnify the Contractor against claims, actions or proceedings for the payment of royalties in respect of anything, the model, plan, design or specification of which shall have been supplied by or on behalf of *Canada* to the Contractor, but this indemnity shall apply only to the *Contract*.
3. Except as provided in subsection 2 of this section, and subject as hereinafter provided, the Contractor shall indemnify *Canada* against claims, actions, or proceedings for the payment of royalties in respect of the carrying out of the *Contract*, or in respect of the use of or disposal by or for *Canada* of articles and supplies furnished *hereunder*.
4. The Contractor shall forthwith notify the *Minister* of all royalties which the Contractor or any of its subcontractors will or may be obligated to pay or proposes to pay for or in respect of the carrying out of the *Contract*, and the basis thereof, and the parties to whom the same are payable, and shall from time to time promptly advise the *Minister* of any and all claims or arrangements made or proposed which would or might result in further or different payments by way of royalties being made by the Contractor or any of its subcontractors.
5. If and to the extent that the *Minister* so directs, the Contractor shall not pay, and shall direct its subcontractors not to pay any royalties in respect of the carrying out of the *Contract* except with the consent in writing of the *Minister* and subject to such conditions as the *Minister* may impose.
6. From and after the giving of any such direction, and subject to compliance by the Contractor with the foregoing provisions, *Canada* shall relieve and indemnify the Contractor from and against all claims, actions or proceedings for payment of such royalties as are covered by such direction.

1026B 17 (01/12/00) Patent Licenses and Use of Technical Information

1. The Contractor shall promptly report and fully disclose to the *Minister* any and all *inventions*, methods or processes, whether patented or unpatented, conceived or made in the course of carrying out the *Work* and the Contractor agrees to and does *hereby* grant unto *Canada* a non-exclusive, irrevocable, royalty-free license to make, have made and use for military purposes throughout the world and to sell or otherwise dispose of any article or thing embodying or using any and all such *inventions*, methods or processes, and a similar license to practice or cause to be practiced any such methods or processes.
2. *Canada* may duplicate, use, and disclose in any manner for Government purposes, including delivery to other governments for the furtherance of mutual defense of Canadian and such other governments, all or any part of the technical information including reports, drawings, blueprints, and other data specified to be delivered by the Contractor under this *Contract*.

1026B 18 (01/04/92) Use of Canadian Labour and Materials
CANCELLED.

1026B 19 (01/06/91) Conditions Precedent to Payment

1. No payment shall be made to the Contractor unless or until:

- (a) invoices, inspection notes and all other documents prescribed from time to time by the *Minister* or *Inspector* are submitted in accordance with the terms of the *Contract* or instructions of the *Minister*, and
- (b) the Contractor, if required to do so, establishes to the satisfaction of the *Minister* that all materials, parts, work in process or *finished work* in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.

1026B 20 (10/12/00) Indemnity Against Claims

1. Except as otherwise provided in the *Contract*, the Contractor shall indemnify and save harmless *Canada* and the *Minister* from and against any and all claims, damages, loss, costs and expenses which they or either of them may at any time incur or suffer as a result of or arising out of:
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the carrying out of the *Work* or any part thereof, and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in process or *finished work* delivered to or in respect of which any payment has been made by *Canada*.

1026B 21 (01/12/00) Title on Progress Payments

Upon any payment being made to the Contractor for or on account of materials, parts, work in process, or *finished work*, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work in process and *finished work* so paid for by such progress payments or accountable advances or otherwise shall vest and remain in *Canada*, unless already so vested under any provision of the *Contract*, and the Contractor shall be responsible therefor in accordance with the provisions of section 12 *hereof*, it being understood and agreed that such vesting of title in *Canada* shall not constitute acceptance by *Canada* of such materials, parts, work in process and *finished work* and shall not relieve the Contractor of its obligations to perform the *Work* in conformity with the requirements of the *Contract*.

1026B 22 (13/12/99) Further Assurances

Wherever it is *herein* provided that title to any parts, materials, work in process or *finished work* becomes vested in *Canada*, the Contractor shall execute such conveyances thereof and other instruments as the *Minister* may request.

1026B 23 (01/06/91) Suspension of Work and Changes in Specifications

The *Minister* may at any time and from time to time order a suspension of the *Work*, in whole or in part, and make modifications of, changes in or additions to the *specifications*, changes in methods of shipment or packing and in the place or time of delivery. All directions given by the *Minister* with respect to the foregoing shall be complied with by the Contractor. Should any such suspension, modification, change or addition result in a material increase or decrease in the scope of the *Work*, the *Minister* may make an adjustment in the Contractor's fee and the *Minister's* decision on the adjustment to be made shall be final.

1026B 24 (01/12/00) Default by Contractor

1. If the Contractor is in default in carrying out any of the terms, conditions, covenants or obligations of the *Contract*, or if the Contractor becomes bankrupt or insolvent, or has a receiving order made against it, or makes an assignment for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the *Minister* may, by giving notice in writing to the Contractor, terminate the whole or any part of the *Contract*. In such event, the Contractor shall not be entitled to the payment of any fee or any portion thereof with respect to any of the *Work* not completed by the Contractor in accordance with the terms of the *Contract* at the time of the said notice in writing to the Contractor.
2. If after notice of termination of the *Contract* under the provisions of subsection (1) of this section, it is determined by the *Minister* that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to section 25 (Termination) of these general conditions, and the rights and obligations of the parties hereto shall be governed by that section.
3. Upon termination of the *Contract* under this section, the *Minister* may require the Contractor to deliver to *Canada*, in the manner and to the extent directed by the *Minister*, any *finished work* which has not been delivered and accepted prior to such termination and any materials, parts, work in process or tools which the Contractor has specifically acquired or produced for the fulfilment of the *Contract*. *Canada* shall pay the Contractor for all such *finished work* delivered pursuant to such direction and accepted by *Canada*, the *cost* to the Contractor of such *finished work* plus the proportionate part of any fee fixed by the said *Contract* and shall pay or reimburse the Contractor the reasonable and proper *cost* to the Contractor of all materials, parts or work in process delivered to *Canada* pursuant to such direction.

1026B 25 (01/12/00) Termination

1. Notwithstanding anything in the *Contract* contained, the *Minister* may, by giving notice to the Contractor, terminate the *Contract* as regards all or any part or parts of the *Work* not theretofore completed. Upon such notice being given, the Contractor shall cease *Work* (including the manufacturing and procuring of materials for the fulfilment of the *Contract*) in accordance with and to the extent specified in such notice but shall proceed with all reasonable speed to complete such part or parts (if any) of the *Work* as are by the terms of such notice to be completed and shall also proceed with all reasonable speed to complete up to such time or stage as may be specified in the notice any part or parts of the *Work* as required by such notice. Furthermore, the *Minister* may, at any time or from time to time, give one or more additional notices with respect to any or all parts of the *Work* which remain to be completed after the giving of any previous notice or notices.
2. In the event of any notice given under the provisions of this section, and subject as hereinafter provided:
 - (a) All *Work* completed by the Contractor *hereunder* before the giving of such notice, and all *Work* completed thereafter pursuant to such notice, shall be paid for (subject to inspection and acceptance by *Canada*) in accordance with the terms *hereof*;
 - (b) In respect of *Work* not completed *hereunder* before the giving of such notice, and not completed thereafter pursuant to such notice, *Canada* shall pay the Contractor's *cost* thereof as determined under the provision *hereof*, and in addition an amount representing a fair and reasonable profit in respect of *Work* done thereon;
 - (c) Subject as provided in paragraph (d) of this subsection 2, if the *Contract* shall have specifically authorized or if the *Minister* shall have specifically approved the making of capital expenditures by the Contractor to enable it to carry out the *Contract*, the Contractor shall be

entitled to be reimbursed the amount of such capital expenditures so authorized or approved (and actually made or incurred) to the extent that the same (less any depreciation in respect thereof already taken into account in determining *cost* in accordance with the provisions of the *Contract*) were reasonably and properly incurred by the Contractor in respect of and are properly apportionable to the performance of the *Contract*;

- (d) If the *Contract* is exclusively a *Contract* for the making of capital expenditures in respect of additional *equipment* or plant additions, the foregoing paragraphs (a) to (c) inclusive of this subsection 2 shall not apply, but *Canada* shall pay or reimburse the Contractor for the reasonable and proper *cost* to the Contractor (not previously paid by *Canada*) of:

- (1) all additional *equipment* which, prior to the giving of the termination notice, shall have been purchased, acquired or manufactured by the Contractor, or contracted for and for which the Contractor is obligated to make payments, and
- (2) all additional *equipment* in process of manufacture by the Contractor as at the date of the giving of such notice and all *Work* in connection with the construction of the plant addition up to the said date, including the *cost* of materials and parts contracted for by the Contractor for the purpose of such manufacture of construction and for which the Contractor is obligated to make payment.

3. Notwithstanding the provisions of subsections 1 and 2, the amounts which the Contractor shall be entitled to be reimbursed in the event of the giving of a termination notice under this section 25 shall include, subject as hereinafter provided, the costs of the Contractor of and incidental to the cancellation of obligations incurred by the Contractor pursuant to the termination notice, the *cost* of preparing the necessary accounts and statements with respect to the *Work* performed to the effective date of such termination and commitments made by the Contractor with respect to the terminated portions of the *Work*, wages which the Contractor is obligated under any laws or regulations for the time being in force, to pay to employees whose services are no longer required by reason of such termination, the costs of and incidental to the taking of an inventory of materials, components, work in process and *finished work* on hand at the effective date of the termination and other costs and expenses of and incidental to the termination in whole or in part, of operations under the *Contract* provided always that payment and reimbursement under the provisions of this subsection shall be made only to the extent that is established to the satisfaction of the *Minister* that the costs and expenses aforesaid were actually incurred by the Contractor and that the same are reasonable and are properly attributable to the termination of the *Work* or the part thereof so terminated.
4. In the procuring of materials and parts required for the performance of the *Contract* and in subletting of any *Work hereunder*, the Contractor, unless otherwise authorized by the *Minister*, shall procure or sublet on terms that will enable the Contractor to terminate any contracts entered into by the Contractor upon the same conditions and terms as those provided for in this section in respect of the termination of the *Contract* by the *Minister* and the giving of a notice or notices as aforesaid and upon the same conditions and terms in respect of reimbursement and profit as those contained in this section and in the event of the termination of the *Contract* as *herein* provided as regards all or any part of the *Work*, the Contractor shall co-operate with *Canada* and the *Minister* and do everything reasonably within its power at all times to minimize and reduce the amount of *Canada's* obligations under the provisions of this section.
5. In case of disagreement as to the amount which the Contractor is entitled to be reimbursed, the matter shall be referred to the Federal Court.
6. Upon reimbursement being made the Contractor as *herein* provided, title to the materials, parts, plant, *equipment* and work in process in respect of which such reimbursement is made shall pass to and vest in *Canada* (the Contractor *hereby* agreeing to execute and deliver all requisite instruments

by way of further assurance) and such materials, parts, plant, *equipment* and work in process shall be delivered to the order of the *Minister*, but the materials thus taken over will in no case be in excess of what would have been required for performing the *Contract* in full if no notice has been given under the provisions *hereof*.

7. If it is established to the satisfaction of the *Minister* by the Contractor that by reason of any action taken by the *Minister* under the provisions of this section exceptional hardship has resulted to the Contractor, then the *Minister* may, notwithstanding any other provisions of this section, in his absolute discretion grant such allowance (not to include in any case, however, any allowance or compensation for loss of profit) to the Contractor as, in the opinion of the *Minister*, is warranted by the circumstances.
8. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the *Minister* under or pursuant to the provisions of this section except as and to the extent in this section expressly provided.
9. The right of termination and of giving notice hereinbefore provided for shall be in addition to and not in substitution for any other right possessed by *Canada* and the *Minister*.

1026B 26 (01/06/91) Notice

Any notice to the Contractor *hereunder* shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid as the case may be, addressed to the Contractor at its address as given in the *Contract* or, if no address is given, at its address as shown by the records of the *Minister*. Any notice so given shall be deemed to have been received by the Contractor at the time when in the ordinary course such letter or telegram should have reached its destination.

1026B 27 (13/12/99) No Bribe, etc.

The Contractor warrants that no bribe, gift, or other inducement has been paid, given, promised or offered to any official or employee of *Canada* for, or with a view to, the obtaining of the *Contract* by the Contractor.

1026B 28 (01/06/91) Labour and Health Conditions

The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the *Work*.

1026B 29 (01/06/91) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit to arise therefrom.

1026B 30 (01/06/91) Extras

Except as otherwise provided in the *Contract*, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the *Minister*.

1026B 31 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a *contingency fee* for the solicitation, negotiation or obtaining of this *Contract* to any person other than an *employee* acting in the normal course of the *employee's* duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the *Contract Price* or otherwise the full amount of the *contingency fee*.
4. In this section:

"*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"*employee*" means a person with whom the Contractor has an employer/employee relationship;

"*person*" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

1026B 32 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. Subject to the *Contract*, *Canada* shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.

4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

1031-2 00 (16/02/98) Contract Cost Principles

Public Works and Government Services Canada

- 01 General Principle
- 02 Definition of a Reasonable Cost
- 03 Direct Costs
- 04 Indirect Costs
- 05 Allocation of Indirect Costs
- 06 Credits
- 07 Non-applicable Costs

1031-2 01 (01/04/92) General Principle

The total cost of the Contract shall be the sum of the applicable direct and indirect costs which are, or are to be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs shall be determined in accordance with the Contractor's cost accounting practices as accepted by the Crown and applied consistently over time.

1031-2 02 (06/91) Definition of a Reasonable Cost

1. A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration shall be given to:
 - (a) whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
 - (b) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and Contract terms;
 - (c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
 - (d) significant deviations from the established practices of the Contractor which may unjustifiably increase the Contract costs; and
 - (e) the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

1031-2 03 (01/04/92) Direct Costs

1. There are three categories of direct costs:
 - (a) Direct Material Cost meaning the cost of materials which can be specifically identified and measured as having been used or to be used on the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by the Crown.
 - (1) These materials may include, in addition to materials purchased solely for the Contract and processed by the Contractor, or obtained from subcontractors, any other materials issued from the Contractor's general stocks.
 - (2) Materials purchased solely for the Contract or subcontracts shall be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
 - (3) Materials issued from the Contractor's general stocks shall be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.

- (b) Direct Labour Cost meaning that portion of gross wages or salaries incurred for work which can be specifically identified and measured as having been performed or to be performed on the Contract and which is so identified and measured consistently by the Contractor's cost accounting practices as accepted by the Crown.
- (c) Other Direct Costs meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in performance of the Contract and which are so identified and measured consistently by the Contractor's costing practices as accepted by the Crown.

1031-2 04 (06/91) Indirect Costs

- 1 Indirect Costs (overhead) meaning those costs which, though necessarily having been incurred during the period of the Contract performance for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to contracts.
2. These Indirect Costs may include, but are not necessarily restricted to, such items as:
 - (a) indirect materials and supplies(*);
 - (b) indirect labour;
 - (c) fringe benefits (the Contractor's contribution only);
 - (d) service expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
 - (e) fixed/period charges: recurring charges such as property taxes, rentals and reasonable provision for depreciation;
 - (f) general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
 - (g) selling and marketing expenses associated with the products or services being acquired under the Contract;
 - (h) general research and development expenses as considered applicable by the Crown.
 - (*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be deemed to be indirect costs for the Contract purposes.

1031-2 05 (06/91) Allocation of Indirect Costs

1. Indirect costs shall be accumulated in appropriate indirect cost pools, reflecting a contractor's organizational or operational lines and these pools subsequently allocated to contracts in accordance with the following two principles:
 - (a) the costs included in a particular indirect cost pool should have a similarity of relationship with each contract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each

other than the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed;

- (b) the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the contracts to which these costs are distributed.

1031-2 06 (06/91) Credits

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, shall be credited to the Contract.

1031-2 07 (06/91) Non-applicable Costs

1. Notwithstanding that the following costs may have been or may be reasonably and properly incurred by the Contractor during the performance of the Contract, they are considered non-applicable costs to the Contract:
 - (a) allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
 - (b) legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against the Crown;
 - (c) losses on investments, bad debts and expenses for the collection thereof;
 - (d) losses on other contracts;
 - (e) federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection therewith;
 - (f) provisions for contingencies;
 - (g) premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Contractor;
 - (h) amortization of unrealized appreciation of assets;
 - (i) depreciation of assets paid for by the Crown;
 - (j) fines and penalties;
 - (k) expenses and depreciation of excess facilities;
 - (l) unreasonable compensation for officers and employees;
 - (m) product development or improvement expenses not associated with the product being acquired under the Contract;
 - (n) advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;

- (o) entertainment expenses;
- (p) donations except those to charities registered under the *Income Tax Act*;
- (q) dues and other memberships other than regular trade and professional associations;
- (r) fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.

1034 00 (01/12/00) Construction - Fixed Price and Unit Prices

Public Works and Government Services Canada

- 01 Interpretation
- 02 Successors and Assigns
- 03 Assignment of Contract
- 04 Subcontracting by Contractor
- 05 Description of Work All-inclusive
- 06 No Implied Obligations
- 07 Time of Essence
- 08 Indemnification by Contractor
- 09 Indemnification by Canada
- 10 Members of House of Commons not to Benefit
- 11 Notices, Orders, etc., to Contractor
- 12 Changes in Soil Conditions and Neglect or Delay by Canada
- 13 Materials, Plant and Real Property Become Property of Canada
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- 15 Extension of Time
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- 17 Effect of Taking the Work from Contractor
- 18 Suspension of Work by the Minister
- 19 Termination of Contract
- 20 Provision for Execution of Work
- 21 Claims Against and Obligations of the Contractor or Subcontractor
- 22 Execution of Work under Direction of Engineer
- 23 Clearing of Site
- 24 Contractor's Superintendent
- 25 Unsuitable Workmen
- 26 No Additional Payment for Increased Costs
- 27 Canadian Labour and Materials (CANCELLED)
- 28 Security and Protection of the Work
- 29 Protection of Work and Documents (SUPERSEDED)
- 30 Public Ceremonies
- 31 Insurance
- 32 Insurance Proceeds
- 33 Precautions against Damage, Infringements of Rights, Fire, etc.
- 34 Interpretation of Contract by Engineer
- 35 Rectification of Defects in Work
- 36 Non-compliance by Contractor
- 37 Protesting Engineer's Decisions
- 38 Engineer may order Additional Work, Changes, etc.
- 39 Cooperation with other Contractors
- 40 Engineer's Certificates
- 41 Security Deposit - Forfeiture or Return
- 42 Security Deposit - Return all or any part thereof
- 43 Municipal Permits
- 44 Determination of Cost - Unit Price Table
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- 48 Records to be kept by Contractor
- 49 Time of Payment
- 50 Progress Report and Payment thereunder not Binding on Canada

- 51 Interest on Overdue Accounts
- 52 Right of Set-off
- 53 Certification - Contingency Fees
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1034 01 (13/12/99) Interpretation

1. In the *Contract*,

"*Canada*", "*Crown*", or "*Her Majesty*" means Her Majesty the Queen in right of Canada;

"*Engineer*" means the person designated as such by the *Minister*, and includes a person specially authorized by him to perform, on his behalf, any function under the *Contract*;

"*herein*", "*hereby*", "*hereof*", "*hereunder*" and similar expressions refer to the *Contract* as a whole and not to any particular subdivision or part thereof;

"*material*" includes all materials, commodities, articles and things required to be furnished under the *Contract* for incorporation in the *Work*;

"*Minister*" includes a person acting for, or if the office is vacant, in the place of such *Minister*, under the authority of an order of the Governor General of Canada in Council, and also his successors in the office, and his or their lawful deputy;

"*plant*" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the *Work*;

"*security deposit*" means the security given by the Contractor to *Canada* in accordance with the *Contract*;

"*subcontractor*" means a person, firm or corporation to whom or to which the Contractor has, pursuant to section 4 of these General Conditions and with the consent of the *Engineer*, subcontracted the whole or any portion of the *Work*;

"*superintendent*" means the employee of the Contractor who is designated by the Contractor as being in full charge of the field operations of the Contractor for the purposes of the *Contract*; and

"*Work*" includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the *Contract*.

2. The marginal notes in the *Contract* form no part of the *Contract* but shall be deemed to be inserted for the convenience of reference only.

3. Unless the context otherwise requires, where in the *Contract* reference is made to a subsection or paragraph, the reference shall be deemed to be a reference to a subsection or paragraph of the section or subsection, as the case may be, in which the reference is made.

4. In interpreting the *Contract* in the event of discrepancies or conflicts between anything in the Plans and Specifications and these General Conditions, the General Conditions shall govern.

5. In interpreting the Plans and Specifications,

(a) in the event of discrepancies or conflicts between the Plans and Specifications, the Specifications shall govern;

(b) in the event of discrepancies or conflicts between the Plans, the Plans drawn with the largest scale shall govern; and

(c) in the event of discrepancies or conflicts between the figured dimensions and scaled dimensions, the figured dimensions shall govern.

1034 02 (01/06/91) Successors and Assigns

The *Contract* shall inure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

1034 03 (01/06/91) Assignment of Contract

The *Contract* may not be assigned without the written consent of the *Minister*.

1034 04 (01/06/91) Subcontracting by Contractor

1. Neither the whole or any part of the *Work* may be subcontracted by the Contractor without the written consent of the *Minister*.
2. Every subcontracting by the Contractor shall provide that the *subcontractor* shall comply with all terms and conditions of this *Contract* which can reasonably be applied to his undertaking.

1034 05 (01/06/91) Description of Work All-inclusive

The description of the *Work* and *material* set out in the *Contract* includes not only the particular kind of *Work* and *material* mentioned but also all labour, *plant* and *material* necessary for the full execution, completion and delivery ready for use of the *Work* and *material*.

1034 06 (13/12/99) No Implied Obligation

No implied obligation of any kind by or on behalf of *Canada* shall arise from anything in the *Contract*, and the express covenants and agreements *herein* contained and made by *Canada* are and shall be the only covenants and agreements upon which any rights against *Canada* are to be founded and, without limiting the generality of the foregoing, the *Contract* supersedes all communications, negotiations and agreements, either written or oral, relating to work and made prior to the date of the *Contract*.

1034 07 (01/06/91) Time of Essence

Time is of the essence of the *Contract*.

1034 08 (13/12/99) Indemnification by Contractor

1. Except as provided in section 9 of the General Conditions, the Contractor shall indemnify and save harmless *Canada* from and against all claims, demands, losses, costs, damage, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in executing the *Work* under the *Contract* or to an infringement or an alleged infringement by the Contractor of a patent of invention.
2. For the purposes of subsection 1, "activities" includes an act improperly carried out, an omission to carry out an act and a delay in carrying out an act.

1034 09 (01/12/00) Indemnification by Canada

1. *Canada* shall indemnify and save harmless the Contractor from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the *Contract* which are directly attributable to
 - (a) lack of or a defect in, title or an alleged lack of or defect in, title to the site of the *Work*; or
 - (b) an infringement or an alleged infringement of any patent of invention in executing anything for the purposes of the *Contract*, the model, plan or design of which was supplied by *Canada* to the Contractor.

1034 10 (01/06/91) Members of the House of Commons not to Benefit

No Member of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit arising therefrom.

1034 11 (01/06/91) Notice, Orders, etc., to Contractor

1. Notices for the purposes of paragraph (a) of subsection 1 of section 16, section 18 and section 19 of these General Conditions shall be in writing and shall
 - (a) be delivered to the Contractor in person or, if the Contractor is a corporation or partnership, be delivered to a senior administrative or executive officer of the corporation or partnership; or
 - (b) be sent by mail to the Contractor or his *superintendent* addressed to the address mentioned in the *Contract*;and if any question arises as to whether any such notice was communicated to the Contractor, it shall be deemed to have been sufficiently communicated to him;
 - (c) if it was delivered pursuant to paragraph (a), on the day it was delivered; and
 - (d) if it was sent by mail pursuant to paragraph (b), on the day it was received by the Contractor or on the sixth day after it was mailed, whichever is earlier.
2. Any notice, order, direction, decision or communication other than a notice to which subsection 1 refers, which may be given to the Contractor pursuant to the *Contract*, may be given in any manner, but it shall be deemed to have been sufficiently communicated to the Contractor if it was put in writing and the writing was
 - (a) delivered to the Contractor in person or, if the Contractor is a corporation or partnership, was delivered to a senior administrative or executive officer of the corporation or partnership;
 - (b) delivered to the Contractor's *superintendent*;
 - (c) left at the Contractor's office or, if he has more than one office, at one of them; or
 - (d) sent by mail to the Contractor or his *superintendent* addressed to the address mentioned in the *Contract* or to the Contractor's last known place of business or residence.

1034 12 (01/12/00) Changes in Soil Conditions and Neglect or Delay by Canada

1. No payment will be made by *Canada* to the Contractor in addition to the payment expressly promised by the *Contract* on account of any extra expense, loss or damage incurred or sustained by the Contractor for any reason including a misunderstanding on the part of the Contractor as to any fact, whether or not such misunderstanding is attributable directly or indirectly to *Canada* or any of *Canada's* agents or servants (whether or not any negligence or fraud on the part of *Canada's* agents or servants is involved) unless, in the opinion of the *Engineer*, the extra expense, loss or damage is directly attributable to
- (a) a substantial difference between information relating to soil conditions at the rise of the *Work*, or a reasonable assumption of fact based thereon, in the Plans and Specifications or other documents or *material* communicated by *Canada* to the Contractor for his use in preparing his tender and the real soil conditions encountered at the site of the *Work* by the Contractor when executing the *Work*; or
 - (b) neglect or delay occurring after the date of the *Contract* on the part of *Canada* in providing any information or in doing any act which the *Contract* either expressly requires *Canada* to do or which would be done by an owner, in accordance with the usage of the trade, to enable his Contractor to carry out an undertaking similar to the *Work* being executed under the *Contract* for *Canada*,

in which case, if the Contractor has given to the *Engineer* written notice of his claim before the expiration of thirty days from the encountering of the soil conditions giving rise to the claim or from the day on which the neglect occurs or the delay commences, as the case may be, *Canada* will pay to the Contractor in respect of the additional expense, loss or damage incurred or sustained by reason of that difference, neglect or delay, an amount equal to the cost, calculated in accordance with sections 44 to 47 of these General Conditions, of the additional *plant*, labour and materials necessarily involved.

2. If, in the opinion of the *Engineer*, the Contractor has effected a saving of expenditure by reason of the execution of the *Work* by the Contractor being rendered less difficult and less costly because the soil conditions actually encountered by the Contractor at the site of the *Work* when executing the *Work* are substantially different from soil conditions indicated in information or a reasonable assumption of fact based thereon in the Plans and Specifications or other documents or *material* communicated by *Canada* to the Contractor for his use in preparing his tender, the amount set out in the *Contract* shall be reduced by an amount equal to the saving effected by the Contractor.
3. Paragraph (a) of subsection 1 and subsection 2 are applicable only to a fixed price arrangement.
4. If information relating to soil conditions at the site of the *Work* appeared in the Plans and Specifications or in other documents or *material* communicated by *Canada* to the Contractor for his use in preparing his tender and if the real soil conditions encountered at the site of the *Work* by the Contractor when executing the *Work* are substantially different from such information, or a reasonable assumption of fact based thereon, so that the cost to the Contractor of executing the *Work* is directly and substantially increased or decreased by reason of such difference, then the *Minister* and the Contractor may, by agreement, amend the Unit Price Table so that the benefit of a substantial decrease in cost shall accrue to *Canada* and the burden of a substantial increase in cost will not be borne by the Contractor.
5. Subsection 4 is applicable only to a Unit Price Arrangement.

1034 13 (01/12/00) Materials, Plant and Real Property Become Property of Canada

1. All materials and *plant* and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor for the *Work* shall, from the time of being so acquired, used or provided, become and they are the property of *Canada* for the purposes of the *Work* and they shall continue to be the property of *Canada*
 - (a) in the case of materials, until incorporated in the *Work* or until the *Engineer* indicates that he is satisfied that they will not be required for the *Work*; and
 - (b) in the case of *plant*, real property, licences, powers and privileges, until the *Engineer* indicates that he is satisfied that the interest vested in *Canada* therein is no longer required for the purposes of the *Work*.
2. *material* or *plant* that is the property of *Canada* by virtue of this section shall not be taken away from the site of the *Work*, or used or disposed of, except for the purposes of the *Work*, without the consent in writing of the *Engineer*.
3. *Canada* is not liable for loss or damage to *material* or *plant* that is the property of *Canada* by virtue of this section and the Contractor is liable for such loss or damage notwithstanding that the *material* or *plant* is the property of *Canada*.

1034 14 (01/12/00) Materials, Plant and Real Property Supplied by Canada

1. The Contractor is liable to *Canada* for loss or damage to *material*, *plant* or real property, whether attributable to causes beyond his control or not, supplied or made available by *Canada* to the Contractor for use in connection with the *Work* other than loss or damage resulting from and directly attributable to reasonable wear and tear.
2. The Contractor will not use *material*, *plant* or real property to which this section applies, except for the purpose of carrying out this *Contract*.
3. When the Contractor has failed, within a reasonable time after being required by the *Engineer* to do so, to make good any loss or damage for which he is liable under this section, the *Engineer* may cause the loss or damage to be made good, and the Contractor shall thereupon be liable to her Majesty for the cost thereof and shall, on demand, pay to *Canada* an amount equal to such cost.
4. The Contractor shall keep records of *material*, *plant* and real property to which this section applies that the *Engineer* from time to time requires and shall, from time to time as the *Engineer* requires, satisfy the *Engineer* that such *material*, *plant* and real property are at the place and in the condition that they ought to be.
5. This section applies to *material*, *plant* and real property supplied or made available by *Canada* to the Contractor for use in connection with the *Work*.

1034 15 (01/12/00) Extension of Time

1. The *Minister* may, on the application of the Contractor made before the day fixed by the *Contract* for completion of the *Work* or before any new date for completion fixed under this subsection, if in his opinion it is in the public interest, extend the time for completion of the *Work* by fixing a new day for completion of the *Work*.
2. Where the Contractor does not complete the *Work* by the day fixed by the *Contract* for completion of the *Work* but does complete the *Work* thereafter, the Contractor shall pay to *Canada*.

- (a) an amount equal to all salaries, wages and travelling expenses paid by *Canada* to persons superintending the *Work* during the period of delay;
 - (b) an amount equal to the value to *Canada* of the use of the completed *Work* for the period of delay; and
 - (c) an amount equal to all other expenses and damages incurred or sustained by *Canada* as a result of the *Work* not being completed during the period of delay.
3. For the purpose of this section,
- (a) the *Work* shall be deemed to be completed on the day the *Engineer* issues his Interim Certificate of Completion; and
 - (b) "period of delay" means the period commencing on the day fixed by the *Contract* for completion of the *Work* and ending on the day immediately preceding the day on which the *Work* is completed, but excluding therefrom any day within a period of extension granted under subsection 1, if on such day, in the opinion of the *Minister*, causes beyond the control of the Contractor delayed completion of the *Work*.
4. The *Minister* may, if in his opinion it is in the public interest, waive the right of *Canada* to the whole or any part of a payment payable pursuant to subsection 2.

1034 16 (01/12/00) Taking the Work out of the Contractor's Hands

1. In any of the following cases, namely,
- (a) where the Contractor has made default or delayed in commencing or in diligently executing the *Work* or any portion thereof to the satisfaction of the *Engineer* and the *Minister* or the *Engineer* has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for six days after such notice was communicated;
 - (b) where the Contractor has made default in the completion of the *Work*, or any portion thereof, within the time limited for such completion by the *Contract*;
 - (c) where the Contractor has become insolvent;
 - (d) where the Contractor has committed an act of bankruptcy;
 - (e) where the Contractor has abandoned the *Work*;
 - (f) where the Contractor has made an assignment of the *Contract* without the required consent; or
 - (g) where the Contractor has otherwise failed to observe or perform any of the provisions of the *Contract*;

the *Minister* may, without any other authorization, take all or any part of the *Work* out of the Contractor's hands and may employ such means as he may see fit to complete the *Work*.

2. Where the *Work* or any portion thereof has been taken out of the Contractor's hands under subsection 1, the Contractor shall not, except as provided in subsection 3, be entitled to any further payment, including payments then due and payable but not paid, and the obligation of *Canada* to

make payments as provided for in the *Contract* shall be at an end and the Contractor shall be liable to and upon demand therefor pay to *Canada* an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Work* by the Contractor.

3. Where the *Work* or any portion thereof has been taken out of the Contractor's hands under subsection 1 and that portion is subsequently completed by *Canada*, the *Engineer* shall determine the amount, if any, of holdback and progress claims of the Contractor unpaid at the time of taking the *Work* out of his hands that in his opinion are not required by *Canada* for the purposes of the *Contract* and the *Minister* shall, if he is of opinion that no financial prejudice to *Canada* will result, authorize payment of that amount to the Contractor.

1034 17 (01/12/00) Effect of Taking the Work from Contractor

1. The taking of the *Work*, or any portion thereof, out of the Contractor's hands pursuant to section 16 of the General Conditions does not operate so as to relieve or discharge the Contractor from any obligation under the *Contract* or imposed upon him by law except the obligation to complete the physical execution of that portion of the *Work* so taken out of his hands.
2. If the *Work* or any part thereof is taken out of the Contractor's hands pursuant to section 16, all materials and *plant* and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor for the purposes of the *Work* shall, notwithstanding subsection 1 of section 13 of these General Conditions, be the property of *Canada* without compensation to the Contractor.
3. If the *Engineer* certifies that any interest in the property of *Canada* by virtue of subsection 2 is no longer required for the purposes of the *Work* and that it is not in the interests of *Canada* to retain the interest, it shall become the property of the Contractor.

1034 18 (01/06/91) Suspension of Work by the Minister

1. The *Minister* may, when in his opinion it is in the public interest, require the Contractor to suspend execution of the *Work*, either for a specified or unspecified period, by communicating notice to that effect to the Contractor.
2. The Contractor, upon receiving notice of the *Minister's* requirement pursuant to subsection 1, shall suspend all operations except those which, in the *Engineer's* opinion, are necessary for the care and preservation of the *Work*, the materials and *plant*.
3. During the period of suspension, the Contractor shall not remove from the site any part of the *Work*, any materials or any *plant* without the consent of the *Engineer*.
4. If the period of suspension is 30 days or less, the Contractor, upon expiration of the period of suspension, shall resume the execution of the *Work* and he is entitled to be paid the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of any *plant*, labour and *material* necessarily involved in complying with the suspension.
5. If the period of suspension is more than 30 days and if, upon the expiration of the period of suspension, the *Minister* and the Contractor agree that the execution of the *Work* be completed by the Contractor, the Contractor shall resume operations and complete the execution of the *Work* in accordance with any terms and conditions agreed upon by the *Minister* and the Contractor.
6. If, upon the expiration of a period of suspension of more than 30 days, the *Minister* and the Contractor do not agree that the *Work* will be completed by the Contractor or they are unable to

agree upon the terms and conditions under which the Contractor will complete the *Work*, the notice of suspension shall be deemed to be a notice of termination pursuant to section 19.

1034 19 (01/12/00) Termination of Contract

1. The *Minister* may, at any time by giving notice to that effect, terminate the *Contract*.
2. The Contractor will, upon receipt of a notice pursuant to subsection 1, cease all operations forthwith.
3. If the *Contract* is terminated pursuant to subsection 1, *Canada* will pay to the Contractor an amount equal to the lesser of
 - (a) the cost, as agreed upon by the Contractor and the *Minister*, of all labour, *material* and *plant* supplied by the Contractor as at the date of termination or, if the Contractor and the *Minister* cannot agree, as calculated in accordance with the formula set out in section 46 of the General Conditions, less all amounts already paid to the Contractor by *Canada* and less all amounts which the Contractor is liable to pay to *Canada*; and
 - (b) the amount calculated in accordance with the terms of payment which would have been payable to the Contractor had he completed the *Work*.
4. If the *Contract* is terminated pursuant to subsection 1, *Canada* will pay to the Contractor an amount equal to the cost, as agreed upon by the Contractor and the *Minister*, of all labour, *material* and *plant* supplied by the Contractor as of the date of termination or, if the Contractor and the *Minister* cannot agree, as calculated in accordance with the formula set out in section 46 of the General Conditions, less all amounts already paid to the Contractor by *Canada* and less all amounts which the Contractor is liable to pay to *Canada*.
5. Subsection 3 is applicable only to a fixed price arrangement and subsection 4 is applicable only to a unit price arrangement.

1034 20 (01/06/91) Provision for Execution of Work

The Contractor will provide everything necessary for the execution of the *Work*, except things in respect of which the *Contract* expressly provides otherwise and except the site of the *Work* if the *Work* when completed is to remain permanently affixed thereon.

1034 21 (01/12/00) Claims Against and Obligations of the Contractor or Subcontractor

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a *subcontractor* arising out of the execution of the *Work*, pay any amount which is due and payable to the Contractor pursuant to the *Contract* or is payable pursuant to section 41 of the General Conditions following a conversion or a negotiation of the *security deposit* directly to the obligees of and the claimant against the Contractor or the *subcontractor*.
2. A payment made pursuant to subsection 1 is, to the extent of the payment, a discharge of *Canada's* liability under the *Contract* to the Contractor.
3. To the extent that the circumstance of the *Work* being executed for *Canada* permits it, the Contractor will comply with all laws in force in the Province where the *Work* is being executed relating to payment periods, mandatory holdbacks, and creation and enforcement of mechanics' liens or, if such Province is the Province of Quebec, the law relating to privileges.

4. The Contractor will discharge all lawful obligations of his and will satisfy all lawful claims against him arising out of the execution of the *Work*, at least as often as the *Contract* requires *Canada* to discharge Her obligations to the Contractor.
5. The Contractor will, whenever so requested by the *Engineer*, make a statutory declaration deposing to the existence and condition of the obligations and claims referred to in subsection 4.

1034 22 (01/06/91) Execution of Work under Direction of Engineer

The Contractor will permit the *Engineer* to have access to the *Work* at all times during the execution of the *Work*, will provide the *Engineer* with full information concerning what is being done to execute the *Work*, and will give the *Engineer* every possible assistance in respect of the performance of his duty to see that the *Work* is executed in accordance with the *Contract* and also in respect of the performance and exercise of the duties and powers specially imposed or conferred on him by the *Contract*.

1034 23 (01/06/91) Clearing of Site

The Contractor will, upon completion of the *Work*, clear and clean the *Work* and its site to the satisfaction of and in accordance with any directions of the *Engineer*.

1034 24 (01/06/91) Contractor's Superintendent

1. The Contractor will, during working hours, until the *Work* has been completed, keep on the site of the *Work* a competent superintendent who has authority to receive on behalf of the Contractor any order, direction or other communication that may be given under the *Contract*.
2. The Contractor will, upon the request of the *Engineer*, remove any *superintendent* who, in the opinion of the *Engineer*, is incompetent or has been conducting himself improperly and shall replace a *superintendent* so removed with another *superintendent* as described in subsection 1.

1034 25 (01/06/91) Unsuitable Workmen

The Contractor will, at the request of the *Engineer*, remove from the *Work* any person employed on the *Work* who, in the opinion of the *Engineer*, is incompetent or has been conducting himself improperly and the Contractor shall not permit a person so removed to remain on the site of the *Work*.

1034 26 (01/06/91) No Additional Payment for Increased Costs

1. The amount payable to the Contractor under the *Contract* will not be increased or decreased by reason of any increase or decrease in the cost of the *Work* brought about by an increase or decrease in the cost of *plant*, labour, *material* or the wage rates set out in or prescribed pursuant to the Labour Conditions.
2. Notwithstanding section 12 and subsection 1 of this section, the amount set out in the *Contract* shall be adjusted, in the manner provided in subsection 3, in the event of any change in any tax imposed under the *Excise Act*, the *Excise Tax Act*, or the *Customs Tariff*,
 - (a) after the date of the submission by the Contractor of the tender for the *Contract*; and

- (b) that applies to the materials incorporated or to be incorporated in the *Work* and that affects the cost to the Contractor of such materials.
3. In the event of any change after the date of submission of the tender for the *Contract* by the Contractor in any tax described in subsection 2 that applies to the materials incorporated or to be incorporated in the *Work* and that affects the cost to the Contractor of such materials, the amount set out in the *Contract* shall
- (a) be increased where the cost to the Contractor of any of the materials has been increased by virtue of the change; or
- (b) be decreased where the cost to the Contractor of any of the materials has been decreased by virtue of the change,
- by an amount equal to such amount as it is established upon examination of the relevant records of the Contractor referred to in section 48, represents the increase or decrease, as the case may be, in the cost to the Contractor of the materials involved that is directly attributable to the change in the tax levied on such materials.
4. For the purpose of determining the adjustment in the amount set out in the *Contract* by virtue of any change in any tax described in subsection 2, where such tax is changed after the date of submission of the tender by the Contractor but public notice of such change has been given by the Minister of Finance before the date of submission of the tender, the change and such tax shall, for the purposes of this section, be deemed to have occurred before the date of submission of the tender.

1034 27 (01/04/92) Canadian Labour and Materials
CANCELLED.

1034 28 (01/12/00) Security and Protection of the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of *Canada* in connection with the *Work*, and all information developed by the Contractor as part of the *Work*, and shall not disclose any such information to any person without the written permission of the *Minister*, except that the Contractor may disclose to a *subcontractor*, authorized in accordance with this *Contract*, information necessary to the performance of the subcontract. This section does not apply to any information that:
- (a) is publicly available from a source other than the Contractor; or
- (b) is or becomes known to the Contractor from a source other than *Canada*, except any source that is known to the Contractor to be under an obligation to *Canada* not to disclose the information.
2. When the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the *material* so identified, including those set out in the Department of Public Works and Government Services *Industrial Security Manual* and its supplements and any other instructions issued by the *Minister*.
3. Without limiting the generality of subsections 1 and 2, when the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the *Minister* shall be entitled to inspect the Contractor's premises and the premises of a *subcontractor* at any tier for security purposes at any time during the term of the

Contract, and the Contractor shall comply with, and ensure that any such *subcontractor* complies with, all written instructions issued by the *Minister* dealing with the *material* so identified, including any requirement that employees of the Contractor or of any such *subcontractor* execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

4. The Contractor shall safeguard the *Work* and the *Contract*, the specifications, plans, drawings and any other information provided by *Canada* to the Contractor, and shall be liable to *Canada* for any loss or damage from any causes.

1034 29 (01/04/92) Protection of Work and Documents (SUPERSEDED)

This section has been superseded by the revised section 28.

1034 30 (01/06/91) Public Ceremonies

1. The Contractor will not allow or permit any public ceremony in connection with the *Work* without the permission of the *Minister*.
2. The Contractor will not erect or permit the erection of any sign or advertising on the *Work* without the approval of the *Engineer*.

1034 31 (13/12/99) Insurance

1. The Contractor will, at his expense, maintain insurance contracts in a form and with companies approved by the *Minister* of the nature, in the amounts, for the periods and containing the terms and conditions, if any, set out in the Insurance Schedule.
2. All fire insurance contracts maintained by the Contractor pursuant to subsection 1 shall provide that the proceeds thereof are payable to *Canada*.
3. The Contractor will deposit with the *Engineer* the originals of all contracts of insurance maintained by the Contractor pursuant to subsection 1 and the Contractor will, when required by the *Engineer*, submit to him proof that such policies are in force.
4. Upon application by the Contractor, the *Engineer* may waive compliance with subsections 2 and 3.

1034 32 (01/12/00) Insurance Proceeds

1. If the *Work* or any portion thereof is lost or destroyed and monies are paid to *Canada* in respect of the loss or damage under a contract of fire insurance maintained by the Contractor pursuant to section 31 of these General Conditions, the monies will be held by *Canada* for the purposes of the *Contract*.
2. The *Minister* may, on behalf of *Canada*, elect to retain absolutely the monies held under subsection 1 and, in such event, the monies belong absolutely to *Canada* and
 - (a) the Contractor is liable to *Canada* in an amount equal to the amount by which the insurance monies payable is less than the loss and damages suffered and sustained by *Canada*, including costs associated with clearing and cleaning the site of the *Work*; and
 - (b) there shall be a financial accounting between *Canada* and the Contractor in respect of the portion of the *Work* which was lost or damaged and in respect of which monies have been

retained absolutely by *Canada* and there shall be included in the financial accounting all amounts paid or payable by *Canada* under the *Contract* together with all amounts paid or payable by the Contractor under the *Contract* to *Canada* and *Canada* will pay to the Contractor any amount which the financial accounting shows to be payable by *Canada* to the Contractor under the *Contract* and similarly the Contractor will pay to *Canada* any amount which the financial accounting shows to be payable by the Contractor to *Canada* under the *Contract*.

3. Upon payment as required by subsection 2 by *Canada* or the Contractor, as the case may be, *Canada* and the Contractor are discharged from all rights and obligations under the *Contract* in respect of the portion of the *Work* which was lost or damaged and in respect of which monies have been retained absolutely by *Canada*, as though such portion of the *Work* had been fully completed and executed by the Contractor in accordance with the *Contract*.
4. If any election is not made under subsection 2, the Contractor shall restore and replace the portion of the *Work* lost or damaged and the monies shall be disbursed by *Canada* to the Contractor in the manner and subject to the terms and conditions governing monies payable under the *Contract* to the Contractor by *Canada*, except that for the purpose of monies "100%" shall be substituted in subsection 4 of section 49 of these General Conditions for "95%" and "90%".

1034 33 (01/06/91) Precautions Against Damage, Infringements of Rights, Fire, etc.

1. The Contractor shall, at his own expense, do whatever is necessary to ensure that
 - (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities under this *Contract*;
 - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the execution or existence of the *Work* and *plant*;
 - (c) fire hazards are eliminated and in the case of a fire in or about the works that it is promptly extinguished;
 - (d) the health of all persons employed on the *Work* is not endangered;
 - (e) adequate medical supervision of all persons employed on the *Work* is maintained;
 - (f) adequate sanitation measures in respect of the *Work* are taken; and
 - (g) all stakes, buoys, and marks placed on or about the works by or under the authority of the *Engineer* are protected and are not removed, defaced or altered.
2. The *Engineer* may direct the Contractor to do such things and to construct such works which the *Engineer* considers reasonable and necessary to ensure compliance with or to remedy a breach of subsection 1.
3. The Contractor will at his own expense comply with a direction of the *Engineer* made pursuant to subsection 2.

1034 34 (01/06/91) Interpretation of Contract by Engineer

1. If at any time before the *Work* has been completed and the *Engineer* has issued his Final Certificate of Completion, any question arises as to whether anything has been done as required by the

Contract or as to what the Contractor is required by the *Contract* to do, and, in particular, and without limiting the generality of the foregoing, as to

- (a) the meaning of anything in the Plans and Specifications;
- (b) the meaning to be given to the Plans and Specifications in case of any error therein, an omission therefrom, or an obscurity or discrepancy in their wording or intention;
- (c) whether the quality or quantity of any *material* or workmanship meets the requirements of the *Contract*;
- (d) whether the *plant*, materials or workmen provided by the Contractor for executing the *Work* and carrying out the *Contract* are adequate to ensure that the *Work* will be executed in accordance with the *Contract* and that the *Contract* will be carried out in accordance with its terms;
- (e) what quantity of any kind of *Work* has been completed by the Contractor; or
- (f) the timing and scheduling of the various phases of the execution of the *Work*,

the question shall be decided by the *Engineer*.

2. The Contractor will construct the *Work* in accordance with the decisions and directions of the *Engineer* given under this section and in accordance with any consequential decisions and directions given by the *Engineer*.

1034 35 (01/06/91) Rectification of Defects in Work

1. Without restricting any warranty or guarantee implied or stipulated by law, the Contractor will, at his own expense, rectify and make good any defect or fault however caused, that within twelve months from the date of the *Engineer's* Final Certificate of Completion appears in the *Work*.
2. If any defect or fault appears in the *Work* and the *Engineer* is of the opinion that it is one which the Contractor, either under subsection 1 or under a warranty or guarantee implied or stipulated by law, is obligated to remedy and make good, the *Engineer* may direct the Contractor to remedy and make good the defect or fault by giving notice to the Contractor of the existence of the defect or fault and the notice may specify the time within which the defect or fault is to be rectified and made good.
3. The Contractor will rectify and make good the defect or fault described in a notice given pursuant to subsection 1 within the time specified in the notice.

1034 36 (01/12/00) Non-compliance by Contractor

1. Where the Contractor has failed to comply with any decision or direction given by the *Engineer* under sections 23, 29, 33, 34 or 35 of these General Conditions, the *Engineer* may employ such methods, as he deems advisable, to do that which the Contractor failed to do.
2. The Contractor shall, on demand, pay to *Canada* all costs, expenses and damage incurred or sustained by *Canada* by reason of the Contractor's non-compliance with any decision or direction given by the *Engineer* under sections 23, 29, 33, 34 or 35 of these General Conditions and by the action taken by the *Engineer* pursuant to subsection 1.

1034 37 (01/12/00) Protesting Engineer's Decisions

If the Contractor has, within ten days of communication to him by the *Engineer* of any decision or direction of the *Engineer* under sections 23, 29, 33, 34 or 35 of these General Conditions, given notice to the *Engineer* and the *Minister* in writing that the decision or direction of the *Engineer* is accepted under protest, *Canada* will pay to the Contractor for anything the Contractor was required by the *Engineer's* decision or direction to do beyond what the *Contract* correctly understood and interpreted would have required the Contractor to do, the cost calculated in accordance with sections 44 to 47 of these General Conditions, of the labour, materials and *plant* necessarily involved in carrying out the decisions or direction.

1034 38 (01/12/00) Engineer may order Additional Work, Changes, etc.

1. The *Engineer* may, with the approval of the *Minister*, at any time before he issues his Final Certificate of Completion, in writing,
 - (a) order *Work* or *material* in addition to that provided for in the Plans and Specifications; and
 - (b) dispense with or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the *Work* or *material* provided for in the Plans and Specifications or as ordered pursuant to paragraph (a);and the Contractor will execute the *Work* in accordance with such orders, dispensations and changes as if the same had appeared in and been part of the Plans and Specifications.
2. The *Engineer* shall determine whether anything done or not done by the Contractor pursuant to an order, dispensation or change made by the *Engineer* pursuant to subsection 1, increased or decreased the cost of the *Work* to the Contractor.
3. If the *Engineer* determines, under subsection 2, that the cost has been increased, *Canada* will pay to the Contractor the cost, calculated in accordance with sections 44 to 47 of these General Conditions, of the additional labour, materials and *plant* necessarily involved.
4. If the *Engineer* determines, under subsection 2, that the cost has been decreased, *Canada* may reduce the amount payable to the Contractor under the *Contract* by an amount equal to the cost, calculated in accordance with sections 44 to 47 of these General Conditions, of the labour, *material* and *plant* necessarily involved.
5. Subsections 2, 3 and 4 are applicable only to a fixed price arrangement.

1034 39 (01/12/00) Cooperation with other Contractors

1. Where, in the opinion of the *Engineer*, it is necessary that contracting persons or workmen, with or without *plant* and materials, be sent on to the site of the *Work*, the Contractor shall, to the satisfaction of the *Engineer*, allow them access to the *Work* and shall cooperate with them in the carrying out of their duties and obligations.
2. If the sending on to the *Work* of a contracting firm or workmen under subsection 1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the *Contract* and if, in the opinion of the *Engineer*, the Contractor has incurred expense in complying with subsection 1 in respect of that contracting firm or those workmen, *Canada*, if the Contractor has given to the *Engineer* and the *Minister* written notice of his claim before the expiration of thirty days from the sending on to the *Work* of the contracting firm or workmen involved, shall pay to the Contractor the

cost, calculated in accordance with sections 44 to 47 of these General Conditions, of the *material*, labour and *plant* necessarily involved.

1034 40 (01/12/00) Engineer's Certificates

1. On the day that
 - (a) the *Work* has been completed; and
 - (b) the Contractor has complied with the *Contract* and all orders and directions made pursuant thereto,to the satisfaction of the *Engineer*, he shall issue to the Contractor a Final Certificate of Completion.
2. If the *Engineer* is satisfied that the *Work* is substantially completed and is acceptable for use by *Canada*, he may, at any time before issuance of a Final Certificate of Completion, issue to the Contractor an Interim Certificate of Completion, and shall describe therein the portions of the *Work* not completed to his satisfaction and all things which must be done by the Contractor before a Final Certificate of Completion can be issued.
3. The *Engineer*, before issuing a Final Certificate of Completion, may, in addition to the matters described in the Interim Certificate of Completion, require the Contractor to rectify any other portions of the *Work* not completed to the satisfaction of the *Engineer* and to do any other things necessary for the completion of the *Work*.
4. The *Engineer* shall measure and keep records of his measurements of the quantities of labour, material and *plant* performed, used and supplied by the Contractor in executing the *Work* and shall, at the request of the Contractor, inform him of his measurements and the Contractor will assist and cooperate with the *Engineer* in such measuring and is entitled to inspect the records of measurement kept by the *Engineer*.
5. On the day that the *Engineer* issues his Final Certificate of Completion under subsection 1, he shall issue a Final Certificate of Measurement showing the quantity of labour, *plant* and material performed, used and supplied by the Contractor in executing the *Work* and all measurements included therein shall be binding upon *Canada* and the Contractor and are conclusive between them as to the quantity of any labour, *plant* or material performed, used or supplied by the Contractor in executing the *Work*.
6. Subsections 4 and 5 are applicable only to a unit price arrangement.

1034 41 (01/12/00) Security Deposit - Forfeiture or Return

If the *Work* is taken out of the Contractor's hands pursuant to section 16 of these General Conditions or if the *Contract* is terminated pursuant to section 19 of these General Conditions or if the Contractor is in breach of or in default under the *Contract*, *Canada* may negotiate the *security deposit*, in the case of bonds, or convert the *security deposit* to its own use, in the case of money, and the amount realized by *Canada* shall be deemed to be a debt payable by *Canada* to the Contractor and *Canada* shall have the right of set-off and may set-off against the debt any sum or amount which the Contractor may be liable to pay to *Canada* and the balance of the debt, if any, after the right of set-off has been exercised, and if such balance, in the opinion of the *Minister*, is not required for the purposes of the *Contract* shall be paid by *Canada* to the Contractor.

1034 42 (01/12/00) Security Deposit - Return all or any Part Thereof

1. Upon the *Engineer's* Interim Certificate of Completion being issued, *Canada* will, if the Contractor is not in breach of or in default under the *Contract*, return to the Contractor that part of the *security deposit* which, in the opinion of the *Minister*, is not required for the purposes of the *Contract*.
2. If the *security deposit* was deposited in the Consolidated Revenue Fund of *Canada*, *Canada* will pay to the Contractor interest thereon in accordance with the Government Contracts Regulations.

1034 43 (01/12/00) Municipal Permits

1. The Contractor will, within one month from the date of the *Contract*, tender to the municipal authority an amount equal to all fees and charges which would be payable to the municipal authority in respect of building permits if the *Work* were being constructed for a person other than *Canada*.
2. The Contractor will notify the *Minister* within ten days of the tender the amount of and whether or not the municipal authority accepted the tender.
3. If the municipal authority did not accept the tender, the Contractor will deliver to the *Minister*, within the time limited by subsection 2, the amount of the tender.
4. For the purposes of this section, "municipal authority" means an authority which would have jurisdiction respecting permission to construct the *Work* if the owner of the *Work* were not *Canada*.

1034 44 (01/06/91) Determination of Cost - Unit Price Table

Whenever it is necessary for the purposes of sections 12, 18, 37, 38 and 39 of these General Conditions to determine the cost of labour, *plant* or material, the Unit Price Table shall be used, that is the cost shall be equal to the product of the quantity of such labour, *plant* or material expressed in the unit set out in the Unit Price Table in respect of the labour, *plant* or material involved, multiplied by the price in respect of the unit set out in the Unit Price Table.

1034 45 (01/06/91) Determination of Cost - Negotiation

If the method of determination in section 44 of these General Conditions cannot be used because the labour, *plant* or material involved is not included in the Unit Price Table, the cost of the labour, *plant* or material for the purposes of sections 12, 18, 37, 38 and 39 of these General Conditions shall be the amount agreed upon from time to time by the Contractor and the *Minister*.

1034 46 (01/06/91) Determination of Cost - Failing Negotiations

1. If the method of determination in section 44 of these General Conditions cannot be used and if the Contractor and the *Minister* cannot agree as contemplated by section 45 of these General Conditions, the cost of labour, *plant* or material for the purposes of sections 12, 18, 37, 38 and 39 of these General Conditions shall be equal to the aggregate of
 - (a) all reasonable and proper amounts actually expended by or legally payable by the Contractor in respect of the labour, *plant* or material which fall within one of the classes of expenditure described in subsection 2 (being costs which are directly attributable to the execution of the *Work* and are not costs in respect of which the allowance in paragraph (b) is made); and

- (b) 10% of the total of the expenditures of the Contractor that meet the test in paragraph (a) being an allowance for all other expenditures by the Contractor and for profit and without limiting the generality of the foregoing, being also an allowance for payments and charges relating to overhead, head office expenses and general administration costs of the Contractor, including finance and interest charges.

2. Classes of expenditure that are allowable are:

- (a) payments to subcontractors;
- (b) wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the *Work* other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office, or at a general office, of the Contractor, unless such personnel is engaged at the site of the *Work* with the approval of the *Engineer*;
- (c) payments for materials necessary for and incorporated in the *Work*, or necessary for and consumed in the execution of the *Work*;
- (d) payments for tools, other than tools customarily provided by tradesmen, necessary for and used in the execution of the *Work*;
- (e) payments for preparation, inspection, delivery, installation and removal of *plant* and materials necessary for the execution of the *Work*;
- (f) payments for renting, erecting, maintaining and removing temporary offices, sheds and similar structures necessary for and used by the Contractor in executing the *Work*;
- (g) assessments payable under any statutory scheme relating to workmen's compensation, unemployment insurance or holidays with pay;
- (h) payments for renting *plant* and allowances for *plant* owned by the Contractor necessary for the execution of the *Work* provided that such payments or allowances are reasonable or have been agreed to by the Contractor and the *Engineer*; and
- (i) payments made with the approval of the *Engineer* that are necessary for the execution of the *Work*.

1034 47 (01/06/91) Determination of Cost - Clarification of Terms

1. For the purposes of sections 45 and 46 of these General Conditions, "*plant*" does not include tools.
2. For the purposes of sections 44, 45 and 46 of these General Conditions, "Unit Price Table" means the table set out in the *Contract*.

1034 48 (01/06/91) Records to be Kept by Contractor

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the *Work* together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the *Minister*, or by persons acting on his behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under subsection 1 of section 40 of the General Conditions or until the expiration of such other period as the *Minister* may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly controlled by or affiliated with the Contractor and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with subsections 1 and 2 as if they were the Contractor.

1034 49 (01/12/00) Time of Payment

1. For the purposes of this section, "Payment Period" means such interval (if any) as the Contractor and the *Minister* agree upon.
2. The Contractor shall, upon the expiration of a Payment Period, deliver to the *Engineer* a Progress Claim in writing and shall describe therein any portion of the *Work* completed and any materials delivered to the site of the *Work* but not incorporated into the *Work* during the Payment Period in respect of which the Progress Claim is made.
3. Within 14 days of receipt by the *Engineer* of the Progress Claim, the *Engineer* shall inspect the portion of the *Work* and the material described therein and shall issue a Progress Report, which may take the form of an endorsement on the Progress Claim, indicating the value of the portion of the *Work* and the materials described in the Progress Claim which meet with his satisfaction and which, in his opinion, have been completed or delivered in accordance with the *Contract* and which are not included in any other Progress Report.
4. Thirty days after the expiration of the fourteen days referred to in subsection (3) and if the Contractor has made and delivered to the *Engineer* his Statutory Declaration deposing to the fact that as at the date of the immediately preceding Progress Claim, if any, all his lawful obligations to subcontractors, workmen and suppliers of materials in respect of the *Work* are fully discharged, an amount equal to 95% of the value of the *Work* and materials as shown in the Progress Report shall become due and be payable by *Canada* to the Contractor, but where a Labour and Material Payment Bond has not been furnished by the Contractor, the amount payable under this subsection shall be an amount equal to 90% of the value of the *Work* and materials as shown in the Progress Report.
5. Upon the expiration of 60 days from the date of issuance of an Interim Certificate of Completion under subsection 2 of section 40 of these General Conditions and if the Contractor has made and delivered to the *Engineer* his Statutory Declaration deposing to the fact that all his lawful obligations to subcontractors, workmen and suppliers of material in respect of the *Work* are fully discharged, the amount payable under the *Contract* less the aggregate of
 - (a) all payments made pursuant to subsection 4;
 - (b) an amount equal to double the cost to *Canada* of completing the items and doing the things described in the Interim Certificate of Completion which, in the opinion of the *Engineer*, are brought about by defects and faults in the *Work*; and
 - (c) an amount equal to the cost to *Canada* of completing the items and doing the things described in the Interim Certificate of Completion other than items or things to which paragraph (b) applies;

shall become due and be payable by *Canada* to the Contractor.

6. Upon the expiration of 60 days from the date of issuance of a Final Certificate of Completion under subsection 1 of section 40 of these General Conditions and if the Contractor has made and delivered to the *Engineer* his Statutory Declaration deposing to the fact that all his lawful obligations and lawful claims against him, arising out of the execution of the *Work*, have been discharged and satisfied, the amount payable under the *Contract* less the aggregate of

- (a) all payments made pursuant to subsection 4; and
- (b) all payments made pursuant to subsection 5;

shall become due and be payable by *Canada* to the Contractor.

1034 50 (01/12/00) Progress Report and Payment thereunder not Binding on Canada

Neither a Progress Report nor a payment by *Canada* pursuant to the *Contract* shall be construed as evidence that the *Work*, material or any part thereof is complete, is satisfactory or is in accordance with the *Contract*.

1034 51 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

- 2. Subject to the *Contract*, *Canada* shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.
- 4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

1034 52 (01/12/00) Right of Set-off

1. Without restricting any right of set-off given or implied by law, *Canada* may set-off against any amount payable to the Contractor under the *Contract*, any amount payable to *Canada* by the Contractor under this *Contract* or under any current contract and without restricting the generality of

the foregoing *Canada* may, when making payment pursuant to section 49 of these General Conditions, deduct from the amount payable any amount which is then payable to *Canada* by the Contractor under the *Contract* or which, by virtue of the right of set-off, may be retained by *Canada*.

2. For the purposes of this section "current contract" means:
- (a) a contract between *Canada* and the Contractor under which the Contractor has an undischarged obligation to perform or supply *Work*, labour or materials; or
 - (b) a contract between *Canada* and the Contractor in respect of which *Canada* has, since the date of this *Contract*, exercised the right to take the *Work*, the subject of that contract, out of the Contractor's hands.

CONSTRUCTION INSURANCE SCHEDULE

This is the Insurance referred to in section 31 of these General Conditions

1. The Contractor shall effect and maintain Fire Insurance including supplemental perils during construction on all buildings and structures included in the *Work* and on all materials, plant or real property at the site of the *Work*, whether or not such materials, plant or real property shall have been supplied or made available to the Contractor by Her Majesty, in an amount at least equal to the amount of the contract price, less cost of excavation and of brick, stone or concrete foundations, piers or other supports which are below the under-surface of the lowest basement floor or, where there is no basement, which are below the surface of the ground. Unless otherwise instructed by the Minister, the Contractor shall keep such insurance in force until the issuance of the Engineer's Final Certificate of Completion.
2. Notwithstanding the foregoing provisions, the Contractor shall not, unless otherwise instructed by the Minister, effect Fire Insurance including supplemental perils on Crown-owned buildings and structures which pursuant to this *Contract* are being repaired, added to, improved, maintained or rehabilitated, but the Contractor may at his option and for his own protection insure the *Work* being performed in connection with such Crown buildings and structures against loss or damage by fire.
3. The Contractor shall effect and maintain Boiler and Machinery Insurance for direct damage only, which insurance is to include provision for inspection service; provided however that such Boiler and Machinery Insurance shall not, unless otherwise instructed by the Minister, be effected in respect of Crown-owned buildings and structures which pursuant to this *Contract* are being repaired, added to, improved, maintained or rehabilitated.
4. Liability Insurance in the minimum amounts set out below shall be effected unless otherwise instructed by the Minister. If the Minister directs an increase or decrease in such limits, the contract price shall be adjusted accordingly. Each policy shall provide that, if *Canada* sustains loss from a risk insured against in circumstances which give *Canada* a cause of action against the Contractor, the policy shall protect *Canada* in the same manner as it would any other claimant:
 - (a) General Public Liability to third parties, up to \$100,000 for death or injury to any one person arising from one accident and \$200,000 for death or injury to more than one person arising from any one accident and Property Damage up to \$100,000 for damage to property arising from any one accident.
 - (b) Automobile and other vehicular coverage for Public Liability up to \$100,000 for death or injury to any one person arising from one accident and \$200,000 for death or injury to more than one person arising from one accident and Property Damage up to \$25,000 for any one accident.

(c) Workmen's Compensation Insurance or Employer's Liability Insurance in accordance with the legal requirements of the province or territory where the *Work* is being carried out.

5. The policies covering the above-mentioned insurance shall be issued in the joint names of the Contractor and Canada the Queen in right of Canada as their respective interests may appear and, as provided by subsection 2 of section 31 of these General Conditions, all fire insurance policies shall provide that the proceeds thereof are payable to Canada.

1034 53 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this *Contract* to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.

4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

1034 54 (01/12/00) Health and Labour Conditions

1. In this section, "*Public Entity*" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the *Work* or any part thereof.
2. The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the *Work* or part thereof and shall also require compliance of same by all its subcontractors when applicable.
3. The Contractor upon any request for information or inspection dealing with the *Work* by an authorized representative of a *Public Entity* shall forthwith notify the *Engineer*.
4. Evidence of compliance with laws applicable to the performance of the *Work* or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the *Engineer* at such time as the *Engineer* may reasonably request.

Public Works and Government Services Canada

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1053 01 (16/02/98) Interpretation

1. In the *Contract*,

"*Agreement*" means the document, signed by the parties in each case, that refers to these general conditions;

"*Canada*", "*Crown*", or "*Her Majesty*" mean Her Majesty the Queen in right of Canada;

"*Contract*" includes the *Agreement*, these general conditions and every other document referred to in the *Agreement* as forming part of the *Contract*;

"*Government Issue*" includes everything that may be furnished to the Contractor by or on behalf of *Canada* for the purposes of the *Contract*;

"*invention*" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

"*Minister*" means the Minister of Public Works and Government Services and any other person authorized to act on his behalf;

"*Work*" means everything required to be furnished or performed by the Contractor under the *Contract*;

2. Words importing male persons include female persons and corporations;

3. Words in the singular include the plural and words in the plural include the singular.

4. Where there is a conflict, the provisions of the *Agreement* shall prevail over the provision of these general conditions.

1053 02 (01/06/91) Powers of Minister

The *Minister* is the agent of *Canada* for all purposes of the *Contract*. Nothing contained in or omitted from the *Contract* shall restrict any right or power of *Canada* or the *Minister* existing under any act of the Parliament of Canada or otherwise. Every right or power of the *Minister* under the *Contract* or otherwise shall be cumulative and non-exclusive.

1053 03 (01/06/91) Assignment and Subcontracting

1. The Contractor may not assign the *Contract* without the prior written consent of the *Minister*.2. The Contractor may subcontract any portion of the *Work* as is customary in performing similar contracts but the Contractor may not subcontract any other portion of the *Work* without the prior written consent of the *Minister*.3. No assignment or subcontract relieves the Contractor from any obligation under the *Contract* or impose any liability upon *Canada* or the *Minister* to an assignee or subcontractor.4. Subject to the preceding provisions of this section, the *Contract* shall have effect for the benefit of and shall be binding upon the successors and assigns of *Canada* and of the Contractor.

1053 04 (06/91) Conduct of Work

1. The Contractor shall,
 - (a) perform the *Work* promptly;
 - (b) supervise the *Work* to ensure that it is performed efficiently, in conformity with the requirements of the *Contract* and in accordance with the highest standards of professional quality; and
 - (c) use only competent personnel to perform the *Work*.
2. The *Minister* shall have access to the *Work* at all reasonable times.

1053 05 (16/02/98) Crown Property

1. *Government Issue* may be used by the Contractor only for the purposes of the *Contract* and remains vested in *Canada*. The Contractor shall maintain a record of all *Government Issue* and, where practicable, mark all items of *Government Issue* as being the property of *Canada*.
2. Except for ordinary wear and tear, any government issue not incorporated into the *Work* shall be returned to *Canada* upon demand in the same condition as when furnished to the Contractor.
3. The Contractor shall take reasonable and proper care of any property vested in *Canada* while such property is in the possession of the Contractor or subject to his control and he shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.

1053 06 (06/91) Publication Rights

1. In this section,
 - (a) "copyright work" means any work in which a copyright may subsist, produced in or as a result of performing the *Contract*;
 - (b) "publication" or "publish" do not include disclosure to an academic supervisor or appraiser, for the sole purpose of academic evaluation.
2. Copyright in any copyright work vests in *Canada* but, in any publication of such work by or on behalf of *Canada*, the contribution of the Contractor and of the author shall be acknowledged.
3. The Contractor and the author each shall have a royalty-free non-exclusive license to publish or have published any copyright work in the course of the normal dissemination of knowledge in the subject field, but they shall not publish or have published any copyright work during the performance of the contract or for a period of three (3) months thereafter without the prior written consent of the *Minister*.
4. Any copyright work published by or on behalf of the Contractor or the author shall acknowledge that the *Work* was performed under *Contract* with *Canada*, unless the *Minister* gives notice to the contrary.

1053 07 (06/91) Ownership of Patents and Use of Technical Information

1. Any technical report, photograph, drawing, plan, specification, model, prototype, pattern or sample produced by the Contractor in performing the *Contract* shall vest in *Canada*. The Contractor shall keep a record of everything mentioned in this subsection and account to the *Minister* therefor.
2. Any design, technical information, invention, method or process conceived or developed or first actually reduced to practice in performing the *Contract* shall vest in *Canada*. The Contractor shall fully and promptly disclose in writing to the *Minister* anything mentioned in this subsection.
3. Notwithstanding the provisions of section 06, the Contractor shall not, except as it is necessary to perform the *Contract*, divulge or publish any information in respect of anything mentioned in subsection 2 of this section for a period of twelve (12) months after disclosure shall have been made to the *Minister* in accordance with that subsection.
4. The Contractor shall have a royalty-free non-exclusive license to use and exercise and have used and exercised any invention mentioned in subsection 2 of this section for the academic and research purposes of the Contractor.

1053 08 (06/91) Title on Progress Payments

1. Upon any payment made to the Contractor, whether it is made as a progress payment, accountable advance or otherwise, in respect of the *Work* or any portion of the *Work*, title to the *Work* or to any portion in respect of which payment is made shall vest in *Canada*.
2. Any vesting of title mentioned in subsection 1 shall not constitute acceptance by *Canada* of the *Work* or any portion of the *Work* and shall not relieve the Contractor of any obligation to perform the work in accordance with the *Contract*.

1053 09 (06/91) Termination, Suspension, Change

1. The *Minister* may, by giving notice to the Contractor, terminate, suspend or reduce the scope of the *Work* or any portion of the *Work*. The Contractor shall immediately comply with the requirements of any such notice and in so doing take every reasonable action that will minimize the cost of performing the *Contract* and complying with the notice.
2. When, as a result of a notice mentioned in subsection 1,
 - (a) any suspension or reduction in the scope of the work results in an increase or decrease in the cost of performing the *Contract*, the price of the *Contract* shall be adjusted accordingly; and
 - (b) the *Work* or any portion of the *Work* is terminated, the Contractor shall be paid the reasonable cost of performing any of the work that has been performed at the time of termination and any other cost directly and necessarily incurred as a result of the termination.
3. Where, as a direct result of the loss of any person having a unique capability in relation to the *Work*, the Contractor is of the opinion that the *Contract* cannot be performed, he shall immediately give notice to the Minister of these circumstances and if the *Minister* is of the opinion that the *Contract* cannot be performed and that such loss was beyond the control of the Contractor, he shall terminate the work in the manner mentioned in subsection 1.

1053 10 (16/02/98) Notice

1. Where in the *Contract* any notice is required to be given, it shall be sent by registered mail or by telegram addressed to the party for whom it is intended at the address mentioned in the *Contract*, and if no address is mentioned in the *Contract*,
 - (a) in the case of the Contractor, addressed to his latest known address; or
 - (b) in the case of the *Minister*, addressed to the Headquarters of the Department of Public Works and Government Services,and any notice shall be deemed to have been given when it is sent.

1053 11 (06/91) Accounts

1. The Contractor shall,
 - (a) keep accounts and records of the cost of performing the *Contract* and keep all documents relating to such cost and, unless he obtains the prior written consent of the *Minister* to otherwise dispose of such accounts, records and documents, preserve them for a period of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed; and
 - (b) on demand, produce to the *Minister* every account, record or document mentioned in paragraph 1.(a) that may be required by him and permit the *Minister* to examine, audit and take copies and extracts from such accounts, records or documents.

1053 12 (06/91) Indemnity against Claims

1. The Contractor shall indemnify and save harmless *Canada* in respect of any claim, loss, damage or expense relating to,
 - (a) any injury or death of a person, or loss of or damage to property, caused or alleged to be caused as a result of performing the *Contract*; and
 - (b) any lien, attachment, charge, encumbrance or similar claim upon any property vested in *Canada* under the *Contract*; and
 - (c) any use or infringement of patented invention or copyright in performing the *Contract* or as a result of the use of the work by *Canada*.

1053 13 (06/91) Further Assurances

Where title to any property of any description vests in *Canada* under the *Contract*, the Contractor shall execute such conveyances and other documents relating to title as the *Minister* may require to evidence the title of *Canada*.

1053 14 (01/06/94) No Bribe, Etc.

The Contractor warrants that no bribe, gift, or other inducement has been paid, given, promised or offered to any official or employee of *Canada* for, or with a view to, the obtaining of the *Contract* by the Contractor.

1053 15 (06/91) Labour and Health Conditions

The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the *Work*.

1053 16 (06/91) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit to arise therefrom.

1053 17 (16/02/98) Security and Protection of the Work

1. When the *Contract*, the *Work*, or any information provided to the Contractor by or on behalf of *Canada* in connection with the *Work*, or any information developed by the Contractor as part of the *Work*, is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the Department of Public Works and Government Services *Industrial Security Manual* and its supplements and any other instructions issued by the *Minister*. Where this subsection applies, notwithstanding sections 06 and 07, the Contractor shall keep confidential the material so identified, and shall not disclose any such material to any person without the written permission of the *Minister*, except that the Contractor may disclose to a subcontractor, authorized in accordance with this *Contract*, information necessary to the performance of the subcontract.
2. Without limiting the generality of subsection 1, when the *Contract*, the *Work*, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by *Canada*, the *Minister* shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the *Contract*, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the *Minister* dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

1053 18 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this *Contract* to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

1053 19 (21/06/99) Default

1. If the Contractor is in default in fulfilling any of the terms, conditions, covenants or obligations of the *Contract*, or has made a false representation or warranty, *Canada* may, by giving notice in writing to the Contractor, terminate the whole or any part of the *Contract*. On the giving of such notice, the Contractor shall have no claim for any further payment under the *Contract*.
2. If after notice of termination of the *Contract* under the provisions of paragraph 1 of this section, it is determined by *Canada* that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to section 09 (Termination, Suspension, Change) of these General Conditions, and the rights and obligations of the parties hereto shall be governed by that section.
3. On termination of the *Contract* under this section, *Canada* may require the Contractor to deliver to *Canada*, in the manner and to the extent directed by *Canada*, any work which has not been delivered/performed and accepted prior to such termination. Subject to the deduction of any claim which *Canada* may have against the Contractor arising under the *Contract* or out of the termination, *Canada* shall pay the Contractor for all such work delivered/performed pursuant to such direction and accepted by *Canada*, the cost to the Contractor of such work plus the proportionate part of any profit fixed by the said *Contract* and shall pay or reimburse the Contractor the reasonable and proper costs to the Contractor of all materials, parts or work-in-process delivered to *Canada* pursuant to such direction, but in no event shall the aggregate of the price paid to date of default and any amounts otherwise payable pursuant to this paragraph 3 exceed the total Contract Price.

1053 20 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. Subject to the *Contract*, *Canada* shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.
4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

9329 00 (01/12/00) Purchase of Commercially Available Goods and Services

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9329 01 (16/02/98) Interpretation

1. In the *Contract*,

"*Canada*", "*Crown*", or "*Her Majesty*" means Her Majesty, the Queen in right of Canada;

"*Contract*" means these general conditions, any referenced provisions and the agreement to which they are attached;

"*Minister*" means the Minister of Public Works and Government Services and any other person authorized to act on the *Minister's* behalf.

"*Work*" means the whole of the work, services, materials, matters and things required to be done, furnished and/or performed by the Contractor in order to carry out the *Contract*;

9329 02 (01/06/91) Warranties

1. The Contractor represents and warrants that the *Work* will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the *Contract*.
2. Notwithstanding prior acceptance of the *Work* and without restricting any other term of the *Contract* or any conditions, warranty or provision implied or imposed by law, the Contractor, if requested by the *Minister* to do so, shall replace or repair at its option and its own expense any *Work* which becomes defective or which fails to conform to the *Contract* requirements as a result of faulty or inefficient manufacture, material or Workmanship, notice of which is provided to the Contractor within a reasonable time during or after the warranty period which commences the day after delivery and acceptance of the *Work*. Unless otherwise stipulated in the *Contract*, the warranty period will be 90 days or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

9329 03 (01/06/91) Title, Acceptance and Risk

1. Except as otherwise provided in the *Contract*, title to the *Work* or any part thereof shall vest in *Canada* upon delivery to and acceptance by *Canada* of the *Work* or any part thereof.
2. Where title to any *Work* or any part thereof, or any rights vest in *Canada* under the *Contract*, the Contractor shall execute such conveyances and other documents relating to title as may be required to evidence the title or rights of *Canada*.
3. Unless otherwise specified in the *Contract*, risk of loss or damage to the *Work* or any part thereof shall remain with the Contractor until delivery to and acceptance by *Canada*.

9329 04 (15/06/98) Payment

1. Payment by *Canada* for the *Work* shall be made following delivery, inspection and acceptance of the *Work*, and following presentation of invoices and such other documentation as the *Minister* may reasonably require, and of which prior notice has been furnished.
2. The period for payments shall be within thirty (30) days, calculated from:
- (a) the date the invoice is received, or

- (b) the date of receipt of the goods,
whichever is the latest date.

9329 05 (01/06/91) Default and Bankruptcy

Without prejudice to any other rights or remedies, if the Contractor is in default in performance of the *Contract* or is bankrupt or insolvent or in receivership, the *Minister* may terminate all or a portion of the *Contract*.

9329 06 (01/06/91) Termination

1. The *Minister* may at any time, by notice, terminate the *Contract* or reduce the quantity or scope of the *Work* to be delivered and the Contractor will give effect to such notice thereof according to its terms.
2. In such a case, all *Work* delivered and accepted and unpaid in accordance with the notice shall be paid for in accordance with the pricing basis established in the *Contract*. The Contractor shall be entitled to be reimbursed the actual costs reasonably and properly incurred as a direct result of the termination, but in no case shall such reimbursement exceed the *Contract* price or shall the Contractor have claim for damages, compensation, loss of profit or otherwise, except as herein provided.

9329 07 (01/06/94) No Bribe, etc.

The Contractor represents and covenants that no bribe, gift or other inducement has been or will be paid, given, promised, or offered to any official or employee of *Canada* for, or with a view to, the obtaining of the *Contract* by the Contractor.

9329 08 (01/06/91) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit to arise therefrom.

9329 09 (01/06/91) Changes to Taxes and Duties

In the event of any change in any tax imposed under the *Excise Act*, the *Excise Tax Act*, or any duties imposed under the *Customs Tariff* or any other federal or provincial sales, excise or other like duties, taxes, charges or impositions after the bid submission date and which affects the costs to the Bidder/Contractor of the *Work*, the bid/*Contract* price shall be adjusted to reflect the increase or decrease in the cost to the Bidder/Contractor.

9329 10 (01/06/91) Time of Essence

Time is of the essence of the *Contract*.

9329 11 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a *contingency fee* for the solicitation, negotiation or obtaining of this *Contract* to any person other than an employee acting in the normal course of the *employee's* duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the *Contractor* certifies falsely under this section or is in default of the obligations contained therein, the *Minister* may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the *contingency fee*.
4. In this section:

"*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"*employee*" means a *person* with whom the Contractor has an employer/employee relationship; "*person*" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

9329 12 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*, and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. Subject to the *Contract*, *Canada* shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.
4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

9601 00 (25/05/01) General Conditions - Long Form

Public Works and Government Services Canada

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9601 01 (25/05/01) Interpretation

1. In the Contract, unless the context otherwise requires,

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written agreement between the Parties, these general conditions, any Supplemental General Conditions specified in the written agreement, and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister in the management of the Contract;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Cost" means cost determined in accordance with Contract Cost Principles DSS-MAS 1031-2 as revised to the date of the bid solicitation;

"Government Property" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the *Defence Production Act*, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Materiel;

"Inspection Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the minister for whose department or agency the Work is being carried out in matters concerning the inspection of the Work, and for purposes of section 18 (Inspection of the Work) includes a Quality Assurance Authority if such an authority is mentioned in the Contract;

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42;

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and includes a purchase referred to in paragraph 2 (a) of section 08 at any such tier, and the derivatives of the word shall be construed accordingly;

"Technical Authority" means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out in matters concerning the technical aspects of the Work;

"Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, it is subject to that Act and shall be governed accordingly.
4. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

9601 02 (04/01/94) Powers of the Minister

Every right, remedy, power and discretion vested in or acquired by Canada or the Minister under the Contract or by law shall be cumulative and non-exclusive.

9601 03 (04/01/94) Status of the Contractor

The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.

9601 04 (04/01/94) Amendments and Waivers

1. No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
2. While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 1.
3. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

9601 05 (04/01/94) Conduct of the Work

1. The Contractor represents and warrants that:

- (a) it is competent to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall:
 - (a) carry out the Work in a diligent and efficient manner;
 - (b) apply as a minimum quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Specifications; and
 - (3) meets all other requirements of the Contract.
4. Unless the Minister orders the Work or part thereof to be suspended pursuant to section 25 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
5. The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Minister or the Technical Authority.
6. The Contractor shall be fully responsible for performing the Work and Canada shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by Canada, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

9601 06 (04/01/94) Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

9601 07 (25/05/01) Specifications

1. Where, pursuant to the terms of the Contract, Specifications furnished by the Contractor are subject to approval by the Minister or the Technical Authority, such approval shall not relieve the Contractor of its responsibility to complete the Work and to meet all requirements of the Contract. Any such approval shall not be unreasonably withheld.
2. The Contractor agrees to accept and be bound by the Inspection or Quality Assurance Authority's interpretation of the Specifications, insofar as such an interpretation is not inconsistent with any other part of the Contract.

9601 08 (04/01/94) Subcontracting

1. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier. The Minister shall not unreasonably withhold consent.
2. Notwithstanding subsection 1, the Contractor may, without prior consent of the Minister:
 - (a) purchase "off-the-shelf" items and software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business;
 - (b) Subcontract for the provision of such incidental services as might ordinarily be subcontracted in performing the Work;
 - (c) in addition to purchases and services referred to in paragraphs (a) and (b), subcontract any part or parts of the Work to one or more subcontractors up to a total value in the aggregate of 40 percent of the Contract Price; and
 - (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a), (b) and (c).

A Subcontract at any tier may not be let without consent, under paragraph (b), (c) or (d), where the Subcontractor would obtain title to intellectual property developed as part of the Work.

3. In any Subcontract other than a Subcontract referred to in paragraph 2 (a), the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
4. The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
5. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

9601 09 (04/01/94) Replacement of Personnel

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

2. If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
3. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2, secure a further replacement.
4. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

9601 10 (04/01/94) Assignment

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.
2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

9601 11 (04/01/94) Time of the Essence

Time is of the essence of the Contract.

9601 12 (04/01/94) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that
 - (a) was beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractor,shall, subject to subsections 2, 3 and 4, constitute an "Excusable Delay" provided that the Contractor invokes this section by notice under subsection 4.
2. If any delay in the Contractor's performance of any obligation under the Contract is caused by a delay of a Subcontractor, such a delay may constitute an Excusable Delay for the Contractor, but only if the delay of the Subcontractor meets the criteria set out in this section for an Excusable Delay by the Contractor and only to the extent that the delay has not been contributed to by the Contractor.

3. Notwithstanding subsection 1, any delay caused by lack of financial resources of the Contractor or an event that is a ground for termination provided for in subsection 26(2) (Default by the Contractor), or any delay in the Contractor fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or the payment of money, shall not qualify as an Excusable Delay.
4. The Contractor shall not benefit from an Excusable Delay unless the Contractor has:
 - (a) used its best efforts to minimize the delay and recover lost time;
 - (b) advised the Minister of the occurrence of the delay or of the likelihood of a delay occurring as soon as the Contractor has become aware of it;
 - (c) within 15 working days of the beginning of a delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay, and provided to the Minister for approval (which approval shall not be unreasonably withheld) a clear "work-around" plan indicating in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay; this plan shall include alternative sources of materials and labour, if the event causing the delay involves the supply of them; and
 - (d) carried out the work-around plan approved by the Minister.
5. In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the Excusable Delay. The Parties shall amend the Contract, as appropriate, to reflect any such change in dates.
6. Notwithstanding subsection 5, the Minister may, after an Excusable Delay has continued for 30 days or more, in the Minister's absolute discretion terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Subsections 26(4), (5) and (6) (Default by the Contractor) apply in the event of a termination under this subsection.
7. Except to the extent that Canada is responsible for the delay for reasons of failure to meet an obligation under the Contract, Canada shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its Subcontractors or agents as a result of an Excusable Delay.

9601 13 (25/05/01) Security and Protection of the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a Subcontractor authorized in accordance with section 08 (Subcontracting) information necessary for the performance of the Subcontract, on the condition that the Subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working

paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.

2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
4. Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Public Works and Government Services (PWGSC) Contract No. (fill in Contract number)", and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
5. When the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC *Industrial Security Manual* and its supplements and any other instructions issued by the Minister.
6. Without limiting the generality of subsections 1 and 2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a Subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
7. Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 04 (Amendments and Waivers).

9601 14 (04/01/94) Payment

1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
 - (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Minister;
 - (b) all such documents have been verified by the Minister;

- (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
 - (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract, including the Specifications.
2. The Minister shall notify the Contractor, within 15 days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Minister.
3. Where a delay referred to in section 12 (Excusable Delay) has occurred, the Minister may, at the Minister's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by the Minister has been implemented in accordance with that section. Section 15 (Interest on Overdue Accounts) shall not apply to any amount withheld under this subsection.

9601 15 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on overdue advance payments.

9601 16 (04/01/94) Changes in Taxes and Duties

1. In this section, "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Minister.

2. Subject to subsection 3, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the cost to the Contractor.
3. There shall be no adjustment under subsection 2 in respect of any change that would increase the cost to the Contractor of the Work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its cost before that date.
4. The Contractor shall forward to the Minister a certified statement showing the increase or decrease in cost to the Contractor that is directly attributable to the change in the imposition. The Minister may verify the increase or decrease in cost by audit before or after the Contract Price is adjusted.
5. Notwithstanding subsections 2 to 4, no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

9601 17 (04/01/94) Discounts, Wastes and Spoilage

1. This section applies only to a Contract or part thereof that has a cost-reimbursable basis of payment.
2. The Contractor shall, as far as practicable, take all trade discounts, rebates, refunds of taxes and duties, credits, and other allowances available in carrying out the Work. In determining the cost of articles, materials and services of every kind to be paid by Canada, all trade discounts, rebates, refunds of taxes and duties, credits and allowances not taken by the Contractor shall be deducted from gross costs, except those not taken through no fault or neglect on the part of the Contractor.
3. The Contractor shall carry out the Work as economically as possible and shall avoid waste and spoilage. Where, in the opinion of the Minister, the character and value of spoiled or wasted materials constitutes mismanagement on the part of the Contractor, the cost of the spoiled and wasted materials shall, to the extent directed by the Minister, not be considered to be part of the cost of the Work and the Contractor shall not be reimbursed therefor.

9601 18 (04/01/94) Inspection of the Work

1. The Work and any and all parts thereof shall be subject to such inspection as the Technical or Inspection Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by Canada. The Contracting Authority and the Technical or Inspection Authority, or their representatives, shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Technical or Inspection Authority shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Technical or Inspection Authority, as the case may be, shall inform the Contractor of the reasons for any such rejection.
2. The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Technical or Inspection Authority may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Technical, Inspection or Contracting Authority may direct. Inspection by the Technical or

Inspection Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

3. No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Technical or Inspection Authority. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Technical or Inspection Authority, who may make copies thereof and take extracts therefrom during the performance of the Contract and for any period of time thereafter provided for in the Contract.

9601 19 (04/01/94) Title

1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, work-in-process or finished work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, work-in-process or finished work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the materials, parts, work-in-process or finished work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. Where title to any materials, parts, work-in-process or finished work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
6. If the Contract is a defence Contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

9601 20 (25/05/01) Warranty

1. Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided

that with respect to Government Property not supplied by the Contractor, the Contractor's warranty shall extend only to its proper incorporation into the Work.

2. In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsections 1 and 5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any necessary repair or making good of the Work at that location, and shall be paid the fair and reasonable cost (including reasonable travelling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada shall pay the transportation cost associated with returning any work or part thereof to the Contractor's plant pursuant to subsection 3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.
5. The warranty period set out in subsection 1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part thereof to Canada, the Contractor shall advise the Minister in writing of the warranty period remaining, including any such extension.
6. The warranties set out in subsection 1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of
 - (a) the warranty period remaining under subsection 5, or
 - (b) 90 days or such other period as may be specified for that purpose in the written agreement between the Parties.

All of the provisions of subsections 2 to 6 of this section inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.

9601 21 (04/01/94) Government Property

1. Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
2. The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

3. All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
4. All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
5. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to both the Contracting Authority and the Technical Authority.

9601 22 (04/01/94) Indemnity Against Third-party Claims

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
2. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

9601 23 (04/01/94) Royalties and Infringement

1. In this section, "Royalties" includes
 - (a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
 - (b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.
2. Subject to subsection 4, the Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
3. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from

- (a) the use by the Contractor in performing the Contract of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada, or
- (b) the Contractor complying with production drawings not prepared by the Contractor and supplied by or on behalf of Canada which direct an alteration of or modification to the Work,

provided that the Contractor notifies the Minister immediately of any such claim, action, suit or other proceeding, but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.

- 4. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 2 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify or save harmless Canada for payment of any settlement unless it has consented to the settlement.
- 5. The Contractor shall notify the Minister of all Royalties which it or any of its subcontractors will or may be obligated to pay or propose to pay in respect of carrying out the Contract, and the basis thereof, and the parties to whom the same are payable, and shall promptly advise the Minister of any and all claims which would or might result in further or different payments by way of Royalties being made by the Contractor or any of its subcontractors.
- 6. Where and to the extent that the Minister so directs, the Contractor shall not pay and shall direct its subcontractors not to pay any Royalties in respect of the carrying out of the Contract.
- 7. After the giving of any direction provided for in subsection 6, and subject to compliance by the Contractor with the foregoing provisions, Canada shall indemnify the Contractor and its subcontractors from and against all claims, actions, suits or proceedings for payment of such Royalties as are covered by the direction.
- 8. The Contractor shall not be entitled to any payment in respect of any Royalties included in the Contract Price to which the indemnity provided in subsection 7 applies.

9601 24 (25/05/01) Copyright

- 1. In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
- 3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

9601 25 (04/01/94) Suspension of the Work

1. The Minister may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the Work from any premises without the prior written consent of the Contracting Authority. At any time prior to the expiration of the 180 days, the Minister shall either rescind the order or terminate the Contract, in whole or in part, under section 26 (Default by the Contractor) or section 27 (Termination for Convenience).
2. When an order is made under subsection 1, unless the Minister terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
3. When an order is made under subsection 1 and is rescinded:
 - (a) the Contractor shall as soon as practicable resume work in accordance with the Contract;
 - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Minister following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work; and
 - (c) subject to section 04 (Amendments and Waivers), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

9601 26 (04/01/94) Default by the Contractor

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the Minister may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Minister within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Minister may, to

the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.

3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
4. Upon termination of the Contract under this section, the Minister may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Minister, any completed parts of the Work which have not been delivered and accepted prior to the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
6. Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
7. Where, subsequent to issuance of a notice pursuant to subsection 1, the Minister is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 27(1) (Termination for Convenience).

9601 27 (04/01/94) Termination for Convenience

1. Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (in this section sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work (including the manufacture and procuring of materials for the fulfilment of the Contract) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.

2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada including the unliquidated portion of any advance payment:
- (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
 - (b) the cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the cost to the Contractor being determined in accordance with the terms of the Contract and with Contract cost Principles DSS-MAS 1031-2;
 - (c) the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
 - (d) if the Contract is exclusively for the making of capital expenditures in respect of additional equipment or plant additions, in lieu of the amounts described in paragraphs (a) to (c) inclusive, the reasonable and proper cost to the Contractor of:
 - (1) all additional equipment that, prior to the giving of the termination notice, has been purchased, acquired or manufactured by the Contractor or contracted for and for which the Contractor is obligated to make payment, and
 - (2) all additional equipment in process of manufacture by the Contractor at the date of giving of the termination notice and all work in connection with the construction of the plant additions to that date, including the cost of materials and parts Contracted for by the Contractor for the purpose of such manufacture or construction and for which the Contractor is obligated to make payment; and
 - (e) all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof, the cost of and incidental to the taking of an inventory of materials, components, work-in-process and finished work on hand related to the Contract at the date of the termination, and the cost of preparation of necessary accounts and statements with respect to work performed to the effective date of the termination and commitments made by the Contractor with respect to the terminated portions of the Work; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
3. In paragraphs 2(c) and (d), "capital expenditures" includes the entry into leases of real property and equipment.
4. The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
5. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2(a) to (d) inclusive, together with any amounts paid or due or becoming due to

the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated, and shall not exceed the proportion of the price quoted by the Contractor for all of the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.

6. In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
7. Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
8. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

9601 28 (04/01/94) Accounts and Audit

1. The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
2. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection 1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

9601 29 (04/01/94) Notice

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

9601 30 (04/01/94) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

9601 31 (01/05/96) Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.

9601 32 (01/06/94) No Bribe

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

9601 33 (04/01/94) Survival

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning Specifications, warranty, Government Property, indemnity against third-party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, pursuant to subsection 12(6) (Excusable Delay), or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

9601 34 (04/01/94) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

9601 35 (04/01/94) Successors and Assigns

The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Contractor.

9601 36 (04/01/94) Entire Agreement

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

9601 37 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government Contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

9601-10 00 (25/05/01) General Conditions - Medium Form

Public Works and Government Services Canada

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9601-10 01 (25/05/01) Interpretation

1. In the Contract, unless the context otherwise requires,

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written agreement between the Parties, these General conditions, any Supplemental General Conditions specified in the written agreement, and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Cost" means cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2 as revised to the date of the bid solicitation;

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Royalties" includes

- (a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
- (b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.

"Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Subcontract" includes a Contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and the derivatives of the Work shall be construed accordingly;

"Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, it is subject to that Act and shall be governed accordingly.

4. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

9601-10 02 (01/12/92) Status of the Contractor

The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.

9601-10 03 (01/12/92) Amendments and Waivers

No amendment to the Contract shall be effective unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Minister and of the Contractor. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the authorized representative of Canada and, in the case of a waiver by the Contractor, the authorized representative of the Contractor. The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

9601-10 04 (01/12/92) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge and skill, to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. The Contractor shall supply everything necessary for the performance of the Work.
3. The Contractor shall:
 - (a) carry out the Work in a diligent and efficient manner;
 - (b) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Specifications; and
 - (3) meets all other requirements of the Contract.

9601-10 05 (01/12/92) Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work.

9601-10 06 (01/12/92) Assignment

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.

2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

9601-10 07 (01/12/92) Time of the Essence

Time is of the essence of the Contract.

9601-10 08 (01/12/92) Excusable Delay

In the event of any delay in performance of the Work due to force majeure, the time for performance shall be extended for a period equivalent to the time lost by reason of the force majeure, provided, however, that the Contractor has advised the Minister of the event of force majeure as soon as the Contractor has become aware of it, and provided further that, in the event that the period of force majeure exceeds 30 days, the Minister may, by giving written notice to the Contractor, terminate the Contract, at no cost to Canada, as regards all or any part of the Work not completed. If a termination notice is given pursuant to this section, and if Canada has paid in advance for all or any part of the terminated work, such advance shall be refunded to the Minister upon written demand therefor. In this section, "force majeure" means fire, flood, riots, acts of the enemy, acts of God, government action or any other cause reasonably beyond the control of the Contractor.

9601-10 09 (01/12/92) Payment

1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
- (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Minister;
 - (b) all such documents have been verified by the Minister;
 - (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
 - (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract, including the Specifications.
2. The Minister shall notify the Contractor, within 15 days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Minister.

9601-10 10 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time

to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on overdue advance payments.

9601-10 11 (01/12/92) Changes in Taxes and Duties

1. In this section "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Minister.
2. Subject to subsection 3, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the Cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the Cost to the Contractor.
3. There shall be no adjustment under subsection 2 in respect of any change that would increase the Cost to the Contractor of the Work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its Cost before that date.
4. The Contractor shall forward to the Minister a certified statement showing the increase or decrease in Cost to the Contractor that is directly attributable to the change in the imposition. The Minister may verify the increase or decrease in Cost by audit before or after the Contract Price is adjusted.
5. Notwithstanding subsections 2 to 4, no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

9601-10 12 (31/03/95) Title

1. Except as otherwise provided in the Contract, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.

2. Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process or finished work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, work-in-process or finished work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any Subcontractor after such delivery.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the materials, parts, work-in-process or finished work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. Where title to any materials, parts, work-in-process or finished work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
6. If the Contract is a defence Contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

9601-10 13 (01/12/92) Warranty

1. Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract.
2. In the event of a defect or nonconformance in any part of the Work during the warranty period defined in subsection 1, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any necessary repair or making good of the Work at that location, and shall be paid the fair and reasonable Cost (including reasonable travelling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada shall pay the transportation cost associated with returning any work or part thereof to the Contractor's plant pursuant to subsection 3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.

5. The warranties set out in subsection 1 shall apply for the remainder of the warranty period to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2. All of the provisions of subsections 2 to 5 of this section apply mutatis mutandis to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.

9601-10 14 (25/05/01) Indemnity Against Third-party Claims

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
- (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada; and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.

9601-10 15 (25/05/01) Royalties and Infringement

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
2. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from
- (a) the use by the Contractor in performing the Contract of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada, or
 - (b) the Contractor complying with production drawings not prepared by the Contractor and supplied by or on behalf of Canada which direct an alteration of or modification to the Work,
- provided that the Contractor notifies the Minister immediately of any such claim, action, suit or other proceeding, but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.

9601-10 16 (25/05/01) Copyright

1. In this section,
- "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

9601-10 17 (25/05/01) Default by the Contractor

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the Minister may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Minister within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Minister may, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. Nothing in this section affects any obligation of Canada under the law to mitigate damages.

9601-10 18 (25/05/01) Termination for Convenience

1. Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (hereinafter sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work (including the manufacture

and procuring of materials for the fulfilment of the Contract) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.

2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract and with Contract Cost Principles, DSS-MAS 1031-2;
 - (c) all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
3. The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
4. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2(a) and (b), together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
5. In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

9601-10 19 (25/05/01) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

9601-10 20 (25/05/01) Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.

9601-10 21 (25/05/01) No Bribe

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

9601-10 22 (25/05/01) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

9601-10 23 (25/05/01) Entire Agreement

The Contract constitutes the entire and sole agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract.

9601-10 24 (25/05/01) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.

4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government Contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

9624 00 (10/12/01) General Conditions - Research & Development

Public Works and Government Services Canada

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9624 01 (25/05/01) Interpretation

1. In the Contract, unless the context otherwise requires,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other supplier of the Contractor;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

"Contract" means the written agreement between the Parties, these general conditions, any Supplemental General Conditions specified in the written agreement, and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister in the management of the Contract;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Cost" means cost determined in accordance with Contract Cost Principles DSS-MAS 1031-2 as revised to the date of the bid solicitation;

"Deliverables" means any technical information, equipment, prototype, or any other thing developed under the Contract that are expressly required to be delivered by the Contractor in order to carry out its obligations under the Contract;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Government Property" means all materials, parts, components, specifications, equipment, Software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the *Defence Production Act*, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Material;

"Inspection Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out in matters concerning the inspection of the Work, and for purposes of section 16

(Inspection of the Work) includes a Quality Assurance Authority if such an authority is mentioned in the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Party" means Canada or the Contractor or any other signatory to the Contract and "*Parties*" means all of them;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;

"Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and includes a purchase referred to in paragraph 2(a) of section 07 at any such tier, and the derivatives of the word shall be construed accordingly;

"Technical Authority" includes the person designated in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out in matters concerning the technological content or the technical aspects of the Work;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract;

"Work" means the whole of the activities, services, materials, equipment, *Software*, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. If the Contract is a defence Contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, it is subject to that Act and shall be governed accordingly.

4. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

9624 02 (04/01/94) Powers of the Minister

Every right, remedy, power and discretion vested in or acquired by Canada or the Minister under the Contract or by law shall be cumulative and non-exclusive.

9624 03 (04/01/94) Status of the Contractor

The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.

9624 04 (04/01/94) Amendments and Waivers

1. No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
2. While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 1.
3. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

9624 05 (25/05/01) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall:

- (a) carry out the Work in a diligent and efficient manner;
 - (b) apply as a minimum quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) is in full conformity with the Statement of Work; and
 - (3) meets all other requirements of the Contract.
4. Notwithstanding acceptance of the Deliverables or any part thereof, the Contractor warrants that the Deliverables shall be of such quality as to clearly demonstrate that the Contractor has performed the work in accordance with the undertaking in subsection 3.
5. The Contractor shall adhere to the Technical Authority's reasonable interpretation of the requirements of the Contract, insofar as such an interpretation is not inconsistent with any other part of the Contract.
6. Unless the Minister orders the Work or part thereof to be suspended pursuant to section 31 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
7. The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Minister or the Technical Authority.
8. The Contractor shall be fully responsible for performing the Work and Canada shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by Canada, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

9624 06 (04/01/94) Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its Subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

9624 07 (04/01/94) Subcontracting

1. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.
2. Notwithstanding subsection 1, the Contractor may, without prior consent of the Minister:

- (a) purchase "off-the-shelf" items and Software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business;
- (b) subcontract any of the Work, to any one or more subcontractors, up to a total value of:
 - (1) for contracts valued up to \$100,000 - 50 percent of the Contract value,
 - (2) for contracts valued over \$100,000 - \$50,000 plus 10 percent of the value of the Contract in excess to \$100,000 up to a total value of \$100,000.
- (c) authorize its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).

A Subcontract at any tier may not be let without consent under subsection (b) or (c) where the Subcontractor would obtain title to intellectual property developed as part of the Work.

- 3. In any subcontract other than a subcontract referred to in paragraph 2(a), the Contractor shall, unless the Minister otherwise consents in writing, ensure that the Subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
- 4. The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
- 5. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a Subcontractor.
- 6. When consent is required, the Contractor shall submit to the Contracting Authority a completed copy of the form required by the Minister, a copy of the proposed Subcontract, and any additional information required by the Contracting Authority.

9624 08 (04/01/94) Replacement of Personnel

- 1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 2. If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience.
- 3. The Contractor shall, at least thirty (30) days, where possible, in advance of the date upon which a replacement person is to commence work, provide notice in writing to the Technical Authority with copy to the Contracting Authority containing:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
- 4. Canada shall have twenty (20) days after receipt of the notice to the Technical Authority to review the proposed replacement person for purposes of acceptance. If the Contractor is not notified within this 20-day period, the proposal shall be considered as having been accepted.

5. In no event shall the Contractor allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
6. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3(b) and (c), secure a further replacement.
7. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

9624 09 (04/01/94) Assignment

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.
2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

9624 10 (04/01/94) Time of the Essence

Time is of the essence of the Contract.

9624 11 (25/05/01) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that
 - (a) was beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractorshall, subject to subsections 2, 3 and 4, constitute an "Excusable Delay" provided that the Contractor invokes this section by notice under subsection 4.
2. If any delay in the Contractor's performance of any obligation under the Contract is caused by a delay of a Subcontractor, such a delay may constitute an Excusable Delay for the Contractor, but only if the delay of the Subcontractor meets the criteria set out in this section for an Excusable Delay by the Contractor and only to the extent that the delay has not been contributed to by the Contractor.
3. Notwithstanding subsection 1, any delay caused by lack of financial resources of the Contractor or an event that is a ground for termination provided for in subsection 32(2) (Default by the Contractor), or any delay in the Contractor fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or the payment of money, shall not qualify as an Excusable Delay.

4. The Contractor shall not benefit from an Excusable Delay unless the Contractor has:
- (a) used its best efforts to minimize the delay and recover lost time;
 - (b) advised the Minister of the occurrence of the delay or of the likelihood of a delay occurring as soon as the Contractor has become aware of it;
 - (c) within 15 working days of the beginning of a delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay, and provided to the Minister for approval (which approval shall not be unreasonably withheld) a clear "work-around" plan indicating in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay; this plan shall include alternative sources of materials and labour, if the event causing the delay involves the supply of them; and
 - (d) carried out the work-around plan approved by the Minister.
5. In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the Excusable Delay. The Parties shall amend the Contract, as appropriate, to reflect any such change in dates.
6. Notwithstanding subsection 5, the Minister may, after an Excusable Delay has continued for 30 days or more, in the Minister's absolute discretion terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Subsections 32(4), (5) and (6) (Default by the Contractor) apply in the event of a termination under this subsection.
7. Except to the extent that Canada is responsible for the delay for reasons of failure to meet an obligation under the Contract, Canada shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

9624 12 (25/05/01) Security and Protection of the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a Subcontractor authorized in accordance with section 07 (Subcontracting) information necessary for the performance of the Subcontract, on the condition that the Subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.

3. The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
4. Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Public Works and Government Services (PWGSC) Contract No. (fill in Contract number)", and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
5. When the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC *Industrial Security Manual* and its supplements and any other instructions issued by the Minister.
6. Without limiting the generality of subsections 1 and 2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a Subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
7. Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 04 (Amendments and Waivers).

9624 13 (04/01/94) Payment

1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
- (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Minister;
 - (b) all such documents have been verified by the Minister;
 - (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
 - (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract.

2. The Minister shall notify the Contractor, within 15 days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Minister.
3. Where a delay referred to in section 11 (Excusable Delay) has occurred, the Minister may, at the Minister's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by the Minister has been implemented in accordance with that section. Section 14 (Interest on Overdue Accounts) shall not apply to any amount withheld under this subsection.

9624 14 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on overdue advance payments.

9624 15 (04/01/94) Changes in Taxes and Duties

1. In this section, "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Minister.
2. Subject to subsection 3, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the Cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the Cost to the Contractor.
3. There shall be no adjustment under subsection 2 in respect of any change that would increase the Cost to the Contractor of the Work if public notice of the change was given before the bid

submission date in sufficient detail to permit the Contractor to have calculated the effect on its Cost before that date.

4. The Contractor shall forward to the Minister a certified statement showing the increase or decrease in Cost to the Contractor that is directly attributable to the change in the imposition. The Minister may verify the increase or decrease in Cost by audit before or after the Contract Price is adjusted.
5. Notwithstanding subsections 2 to 4, no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

9624 16 (04/01/94) Inspection of the Work

1. The Work and any and all parts thereof shall be subject to such inspection as the Technical or Inspection Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by Canada. The Contracting Authority and the Technical or Inspection Authority, or their representatives, shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Technical or Inspection Authority shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Technical or Inspection Authority, as the case may be, shall inform the Contractor of the reasons for any such rejection.
2. The Contractor shall notify the Contracting Authority and the Technical or Inspection Authority prior to conducting any critical test, trial or examination of the Work required under the Contract, as to the specific time and location of such test, trial or examination.
3. The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Technical or Inspection Authority may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Technical, Inspection or Contracting Authority may direct. Inspection by the Technical or Inspection Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

9624 17 (04/01/94) Title

1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, work-in-process or finished work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, work-in-process or finished work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.

4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the materials, parts, work-in-process or finished work and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. Where title to any materials, parts, work-in-process or finished work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

9624 18 (25/05/01) Warranty

1. In this section, "Equipment" includes any material, prototype, machinery, device, system, apparatus, tool, die, instrument and any equipment of all kinds required to be delivered under the Contract.
2. Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Equipment shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property not supplied by the Contractor, the Contractor's warranty shall extend only to its proper incorporation into the Work.
3. In the event of a defect or non-conformance in the Equipment or any part thereof during the warranty period defined in subsections 2 and 6, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the Equipment or any part thereof found to be defective or not in conformance with the requirements of the Contract.
4. The Equipment or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Equipment from its location, the Contractor shall carry out any necessary repair or making good of the Equipment at that location, and shall be paid the fair and reasonable Cost (including reasonable travelling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
5. Canada shall pay the transportation cost associated with returning any Equipment or part thereof to the Contractor's plant pursuant to subsection 4, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Equipment or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Equipment or part thereof to another location directed by the Technical Authority.
6. The warranty period set out in subsection 2 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Equipment is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-

conformance or in returning the Equipment or part thereof to the Contractor's plant. Upon returning the Equipment or part thereof to Canada, the Contractor shall advise the Minister in writing of the warranty period remaining, including any such extension.

7. The warranties set out in subsection 2 shall apply to any part of the Equipment repaired, replaced or otherwise made good pursuant to subsection 3, for the greater of:
- (a) the warranty period remaining under subsection 6; or
 - (b) 90 days or such other period as may be specified for that purpose in the written agreement between the Parties.

All of the provisions of subsections 3 to 6 of this section inclusive apply, with such minimum changes as the context may require, to any such part of the Equipment that is found during that period to be defective or not in conformance with the Contract.

9624 19 (04/01/94) Government Property

1. Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
2. The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
4. All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
5. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to both the Contracting Authority and the Technical Authority.

9624 20 (04/01/94) Indemnity Against Third-Party Claims

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and

- (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
2. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

9624 21 (04/01/94) Royalties and Infringement

1. In this section, "Royalties" includes:
- (a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other Intellectual Property Right, and
 - (b) any costs or expenses incurred as a result of the exercise by any person of moral rights defined in the *Copyright Act*, R.S.C. 1985, c. C-42.
2. Subject to subsection 4, the Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
3. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from
- (a) the use by the Contractor in performing the Contract of equipment, specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada; or
 - (b) the Contractor complying with production drawings not prepared by the Contractor and supplied by or on behalf of Canada which direct an alteration of or modification to the Work,
- provided that the Contractor notifies the Minister immediately of any such claim, action, suit or other proceeding, but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.
4. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 2 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify or save harmless Canada for payment of any settlement unless it has consented to the settlement.
5. The Contractor shall notify the Minister of all Royalties which it or any of its subcontractors will or may be obligated to pay or propose to pay in respect of carrying out the Contract, and the basis thereof, and the parties to whom the same are payable, and shall promptly advise the Minister of any and all claims which would or might result in further or different payments by way of Royalties being made by the Contractor or any of its subcontractors.

6. Where and to the extent that the Minister so directs, the Contractor shall not pay and shall direct its subcontractors not to pay any Royalties in respect of the carrying out of the Contract.
7. After the giving of any direction provided for in subsection 6, and subject to compliance by the Contractor with the foregoing provisions, Canada shall indemnify the Contractor and its subcontractors from and against all claims, actions, suits or proceedings for payment of such Royalties as are covered by the direction.
8. The Contractor shall not be entitled to any payment in respect of any Royalties included in the Contract Price to which the indemnity provided in subsection 7 applies.

9624 22 (25/05/01) Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. The Contractor shall, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

9624 23 (25/05/01) Contractor to Own Intellectual Property Rights in Foreground Information

1. Subject to subsection 3 and section 27 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
3. (a) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (b), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions

of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.

- (b) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

9624 24 (25/05/01) License to Intellectual Property Rights in Foreground Information

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 23 (Contractor to Own Intellectual Property Rights in Foreground Information), for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 23, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
 - (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
 - (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
4. Notwithstanding subsections 1, 2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.

5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
7. The Contractor may apply to the minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

9624 25 (10/12/01) License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees, subject to subsection 4, to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for a purpose contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the

case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 1 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms.

9624 26 (10/12/01) Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain, without delay, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and the Background Information as required by the Contract.

9624 27 (25/05/01) Transfer of Intellectual Property Rights in Foreground Information

1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 22 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 22, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

9624 28 (25/05/01) Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information

1. In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information

(and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.

2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

9624 29 (25/05/01) Access to Information; Exception to Contractor Rights

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Notwithstanding subsection 1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

9624 30 (25/05/01) Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as this term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

9624 31 (25/05/01) Suspension of the Work

1. The Minister may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the Work from any premises without the prior written consent of the Contracting Authority. At any time prior to the expiration of the 180 days, the Minister shall either rescind the order or terminate the Contract, in whole or in part, under section 32 (Default by the Contractor) or section 33 (Termination for Convenience).
2. When an order is made under subsection 1, unless the Minister terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional Costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
3. When an order is made under subsection 1 and is rescinded:
 - (a) the Contractor shall as soon as practicable resume work in accordance with the Contract;
 - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Minister following consultation with the Contractor is reasonably necessary for the Contractor to resume the work; and
 - (c) subject to section 04 (Amendments and Waivers), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

9624 32 (25/05/01) Default by the Contractor

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the Minister may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Minister within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Minister may, to the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
4. Upon termination of the Contract under this section, the Minister may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Minister, any completed parts of

the Work which have not been delivered and accepted prior to the termination and any materials, parts, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.

5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, and shall pay or credit to the Contractor the Cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
6. Title to all materials, parts, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
7. Where, subsequent to issuance of a notice pursuant to subsection 1, the Minister is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 33(1) (Termination for Convenience).

9624 33 (25/05/01) Termination for Convenience

1. Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (in this section sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work (including the manufacture and procuring of materials for the fulfilment of the Contract) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada including the unliquidated portion of any advance payment:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
 - (b) the cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the cost to the Contractor being determined in accordance with the terms of the Contract and with Contract Cost Principles DSS-MAS 1031-2;

- (c) the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
- (d) all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof, the Cost of and incidental to the taking of an inventory of materials, components, work-in-process and finished work on hand related to the Contract at the date of the termination, and the Cost of preparation of necessary accounts and statements with respect to Work performed to the effective date of the termination and commitments made by the Contractor with respect to the terminated portions of the Work; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
3. In paragraph 2(c), "capital expenditures" includes the entry into leases of real property and equipment.
4. The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
5. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2(a) to (c) inclusive, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated, and shall not exceed the proportion of the price quoted by the Contractor for all of the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.
6. In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
7. Title to all materials, parts, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
8. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

1. The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
2. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection 1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

9624 35 (25/05/01) Notice

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

9624 36 (25/05/01) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

9624 37 (25/05/01) Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.

9624 38 (25/05/01) No Bribe

The Contractor represents and covenant that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

9624 39 (25/05/01) Survival

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning warranty, Government Property, indemnity against third-party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, pursuant to subsection 11(6) (Excusable Delay), or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

9624 40 (25/05/01) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

9624 41 (25/05/01) Successors and Assigns

The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Contractor.

9624 42 (25/05/01) Entire Agreement

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

9624 43 (25/05/01) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government Contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

9624 44 (25/05/01) Specifications

1. Where, pursuant to the terms of the Contract, Specifications furnished by the Contractor are subject to approval by the Minister or the Technical Authority, such approval shall not relieve the Contractor of its responsibility to complete the Work and to meet all requirements of the Contract. Any such approval shall not be unreasonably withheld.
2. The Contractor agrees to accept and be bound by the Inspection or Quality Assurance Authority's interpretation of the Specifications, insofar as such an interpretation is not inconsistent with any other part of the Contract.

9676 00 (10/12/01) General Conditions - Services

Public Works and Government Services Canada

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9676 01 (10/12/01) Interpretation

1. In the contract, unless the context otherwise requires,

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written agreement between the Parties, these general conditions, any supplemental general conditions specified in the written agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister in the management of the Contract;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Cost" means cost determined in accordance with contract Cost Principles DSS-MAS 1031-2, as revised to the date of the bid solicitation;

"Government Property" means all materials, parts, components, Specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the *Defence Production Act*, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Material;

"Inspection Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out in matters concerning the inspection of the Work, and for purposes of section 16 (Inspection of the Work) includes a Quality Assurance Authority if such an authority is mentioned in the Contract;

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42;

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and the derivatives of the word shall be construed accordingly;

"Technical Authority" includes Project Authority and means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out in matters concerning the technical aspects of the Work;

"Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, it is subject to that Act and shall be governed accordingly.
4. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

9676 02 (04/01/94) Powers of the Minister

Every right, remedy, power and discretion vested in or acquired by Canada or the Minister under the Contract or by law shall be cumulative and non-exclusive.

9676 03 (04/01/94) Status of the Contractor

The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.

9676 04 (04/01/94) Amendments and Waivers

1. No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
2. While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 1.
3. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

9676 05 (25/05/01) Conduct of the Work

1. The Contractor represents and warrants that:

- (a) it is competent to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall:
- (a) carry out the Work in a diligent and efficient manner;
 - (b) select and employ on the Work a sufficient number of properly qualified personnel, provide efficient and effective inspection and quality control procedures and provide administration and other support to its employees to the extent necessary to properly carry out the work;
 - (c) perform the Work in accordance with standards of quality acceptable to the Minister and in full conformity with the Specifications and all the requirements of the Contract; and
 - (d) provide effective and efficient supervision to ensure that the quality of workmanship is as stated in the Contract.
4. The Work shall not be performed by any person who, in the opinion of the Minister or the Technical Authority, is incompetent or has been conducting himself/herself improperly.
5. The Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to Canada, and any work corrected or replaced by the Contractor pursuant to this subsection shall be subject to all provisions of this Contract to the same extent as Work initially performed.
6. The Contractor shall adhere to the Technical Authority's reasonable interpretation of the requirements of the Contract insofar as such an interpretation is not inconsistent with any other part of the Contract.
7. Unless the Minister orders the Work or part thereof to be suspended pursuant to section 22 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
8. The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Minister or the Technical Authority.
9. The Contractor shall be fully responsible for performing the Work and Canada shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by Canada, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

9676 07 (04/01/94) Subcontracting

1. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.
2. Notwithstanding subsection 1, the Contractor may, without prior consent of the Minister, subcontract such portions of the Work as is customary in the carrying out of similar contracts.
3. In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
4. The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
5. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

9676 08 (04/01/94) Replacement of Personnel

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
3. The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Minister containing:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
4. The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
5. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3(b) and (c), secure a further replacement.
6. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

9676 09 (04/01/94) Assignment

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.
2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

9676 10 (04/01/94) Time of the Essence

Time is of the essence of the Contract.

9676 11 (04/01/94) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that
 - (a) was beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractorshall, subject to subsections 2, 3 and 4, constitute an "Excusable Delay" provided that the Contractor invokes this section by notice under subsection 4.
2. If any delay in the Contractor's performance of any obligation under the Contract is caused by a delay of a Subcontractor, such a delay may constitute an Excusable Delay for the Contractor, but only if the delay of the Subcontractor meets the criteria set out in this section for an Excusable Delay by the Contractor and only to the extent that the delay has not been contributed to by the Contractor.
3. Notwithstanding subsection 1, any delay caused by lack of financial resources of the Contractor or an event that is a ground for termination provided for in subsection 23(2) (Default by the Contractor), or any delay in the Contractor fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or the payment of money, shall not qualify as an Excusable Delay.
4. The Contractor shall not benefit from an Excusable Delay unless the Contractor has:
 - (a) used its best efforts to minimize the delay and recover lost time;
 - (b) advised the Minister of the occurrence of the delay or of the likelihood of a delay occurring as soon as the Contractor has become aware of it;
 - (c) within 15 working days of the beginning of a delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay, and provided to the Minister for approval (which approval shall not be

unreasonably withheld) a clear "work-around" plan indicating in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay; this plan shall include alternative sources of materials and labour, if the event causing the delay involves the supply of them; and

- (d) carried out the work-around plan approved by the Minister.
5. In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the Excusable Delay. The Parties shall amend the Contract, as appropriate, to reflect any such change in dates.
6. Notwithstanding subsection 5, the Minister may, after an Excusable Delay has continued for 30 days or more, in the Minister's absolute discretion terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Subsections 23(4), (5) and (6) (Default by the Contractor) apply in the event of a termination under this subsection.
7. Except to the extent that Canada is responsible for the delay for reasons of failure to meet an obligation under the Contract, Canada shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

9676 12 (25/05/01) Security and Protection of the Work

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 07 (Subcontracting) information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.

4. Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Public Works and Government Services (PWGSC) Contract No. (fill in Contract number)", and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
5. When the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC *Industrial Security Manual* and its supplements and any other instructions issued by the Minister.
6. Without limiting the generality of subsections 1 and 2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
7. Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 04 (Amendments and Waivers).

9676 13 (04/01/94) Payment

1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
 - (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Minister;
 - (b) all such documents have been verified by the Minister;
 - (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
 - (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract, including the Specifications.
2. The Minister shall notify the Contractor, within 15 days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Minister.
3. Where a delay referred to in section 11 (Excusable Delay) has occurred, the Minister may, at the Minister's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by the Minister has been implemented in accordance with that section. Section 14 (Interest on Overdue Accounts) shall not apply to any amount withheld under this subsection.

9676 14 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on overdue advance payments.

9676 15 (04/01/94) Changes in Taxes and Duties

1. In this section, "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Minister.
2. Subject to subsection 3, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the Cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the Cost to the Contractor.
3. There shall be no adjustment under subsection 2 in respect of any change that would increase the Cost to the Contractor of the Work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its Cost before that date.
4. The Contractor shall forward to the Minister a certified statement showing the increase or decrease in Cost to the Contractor that is directly attributable to the change in the imposition. The Minister may verify the increase or decrease in Cost by audit before or after the Contract Price is adjusted.
5. Notwithstanding subsections 2 to 4, no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

9676 16 (04/01/94) Inspection of the Work

The Work and any and all parts thereof shall be subject to such inspection as the Technical or Inspection Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by Canada. The Contracting Authority and the Technical or Inspection Authority, or their representatives, shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Technical or Inspection Authority shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Technical or Inspection Authority shall inform the Contractor of the reasons for any such rejection. Inspection by the Technical or Inspection Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

9676 17 (04/01/94) Title

1. Except as otherwise provided in the Contract, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Upon any payment being made to the Contractor in respect of the Work or any portion of the Work, either by way of progress payments or accountable advances or otherwise, title to the Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the Work or part thereof so vested shall remain with the Contractor until its delivery to Canada in accordance with the Contract.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the Work and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. If the Contract is a defence Contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

9676 18 (04/01/94) Government Property

1. Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
2. The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.

4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to both the Contracting Authority and the Technical Authority.

9676 19 (04/01/94) Indemnity Against Third-Party Claims

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of
- (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
2. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

9676 20 (04/01/94) Royalties and Infringement

1. In this section, "Royalties" includes
- (a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
 - (b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.
2. Subject to subsection 4, the Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
3. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Contractor in performing the Contract of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada, provided that the Contractor notifies the Minister immediately of any such claim, action, suit or other proceeding, but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.
4. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 2 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding

and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify and save harmless Canada for payment of any settlement unless it has consented to the settlement.

5. The Contractor shall notify the Minister of all Royalties which it or any of its subcontractors will or may be obligated to pay or propose to pay in respect of carrying out the Contract, and the basis thereof, and the parties to whom the same are payable, and shall promptly advise the Minister of any and all claims which would or might result in further or different payments by way of Royalties being made by the Contractor or any of its subcontractors.
6. Where and to the extent that the Minister so directs, the Contractor shall not pay and shall direct its subcontractors not to pay any Royalties in respect of the carrying out of the Contract.
7. After the giving of any direction provided for in subsection 6, and subject to compliance by the Contractor with the foregoing provisions, Canada shall indemnify the Contractor and its subcontractors from and against all claims, actions, suits or proceedings for payment of such Royalties as are covered by the direction.
8. The Contractor shall not be entitled to any payment in respect of any Royalties included in the Contract Price to which the indemnity provided in subsection 7 applies.

9676 21 (25/05/01) Copyright

1. In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

9676 22 (04/01/94) Suspension of the Work

1. The Minister may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the Work from any premises without the prior written consent of the Contracting Authority. At any time prior to the expiration of the 180 days, the Minister shall either rescind the order or terminate the Contract, in whole or in part, under section 23 (Default by the Contractor) or section 24 (Termination for Convenience).
2. When an order is made under subsection 1, unless the Minister terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
3. When an order is made under subsection 1 and is rescinded:
 - (a) the Contractor shall as soon as practicable resume work in accordance with the Contract;
 - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Minister following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work; and
 - (c) subject to section 04 (Amendments and Waivers), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

9676 23 (04/01/94) Default by the Contractor

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the Minister may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Minister within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Minister may, to the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
4. Upon termination of the Contract under this section, the Minister may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Minister, any completed parts of the Work which have not been delivered and accepted prior to the termination and any material,

equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.

5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, and shall pay or credit to the Contractor the Cost to the Contractor that the Minister considers reasonable in respect of all material, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
6. Title to all material, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such material, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for material, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
7. Where, subsequent to issuance of a notice pursuant to subsection 1, the Minister is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 24(1) (Termination for Convenience).

9676 24 (04/01/94) Termination for Convenience

1. Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (in this section sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada including the unliquidated portion of any advance payment:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
 - (b) the cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract and with Contract Cost Principles DSS-MAS 1031-2;
 - (c) the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining

cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;

- (d) all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof, the Cost of and incidental to the taking of an inventory of materials, components, work-in-process and finished work on hand related to the Contract at the date of the termination, and the cost of preparation of necessary accounts and statements with respect to Work performed to the effective date of the termination and commitments made by the Contractor with respect to the terminated portions of the Work; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.
3. In paragraph 2(c), "capital expenditures" includes the entry into leases of real property and equipment.
4. The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
5. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2(a) to (c) inclusive, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated, and shall not exceed the proportion of the price quoted by the Contractor for all of the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.
6. In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
7. Title to all material, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such material, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for material, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
8. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

9676 25 (04/01/94) Accounts and Audit

1. The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written

consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

2. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection 1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

9676 26 (04/01/94) Notice

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

9676 27 (04/01/94) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

9676 28 (01/05/96) Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.

9676 29 (01/06/94) No Bribe

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

9676 30 (04/01/94) Survival

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning Government Property, indemnity against third party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, pursuant to subsection 11(6) (Excusable Delay), or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

9676 31 (04/01/94) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

9676 32 (04/01/94) Successors and Assigns

The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Contractor.

9676 33 (04/01/94) Entire Agreement

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

9676 34 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

Public Works and Government Services Canada

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CCC50 01 (12/05/00) Interpretation

1. Unless the context otherwise requires,

"*Agreement*" means the particular *Agreement* or *Contract* of which, in any specific case, these general conditions are made a part;

"*Allied Firm*" means any firm or corporation which directly or indirectly controls or is controlled by or is affiliated with the Contractor, and includes any individual directly or indirectly controlling the Contractor or any such firm or corporation;

"*Contract*" means and includes the *Agreement*, these general conditions and any *Supplemental General Conditions*, *Specifications*, labour conditions, schedules and other documents (if any) referred to in the *Agreement* as constituting the *Contract*;

"*Contract Price*" means the amount expressed in the *Agreement* to be payable to the Contractor for the Work, regardless of whether the *Contract* is for a stipulated price or is on a cost-plus basis;

"the *Corporation*" means Canadian Commercial Corporation;

"*Equipment*" includes machinery, apparatus, jigs, tools, dies, gauges, instruments and equipment of all kinds;

"*Finished Work*" means the supplies and/or services and/or projects and/or work called for by the *Contract*, as and when completed in accordance therewith;

"*Government Issue*" means any materials, parts, components, equipment, *Specifications*, articles and things which may be supplied to the Contractor by or on behalf of Her Majesty for the purposes of the Work;

"*herein*", "*hereby*", "*hereof*", "*hereunder*", and similar expressions, refer to the *Contract* as a whole;

"*Inspector*" means the person (if any) designated as such in the *Agreement* or in the *Supplemental General Conditions* (if any) and/or any person for the time being acting on behalf of Her Majesty or the Corporation as the Inspector under the *Contract*;

"*Specifications*" means the Specifications, plans, drawings, designs and/or models (if any) referred to in the *Agreement* and/or furnished to the Contractor for the carrying out of the *Contract*;

"*Supplemental General Conditions*" means any other general conditions forming part of the *Contract*;

"*Work*" means the work done or required to be done by the Contractor in order to carry out the *Contract* and, where the context permits, includes services, *Finished Work*, work in process and all parts, materials, components, articles and things required or used or intended to be used to carry out the *Contract*;

the singular number includes the plural and vice versa.

2. In the event of any inconsistencies, the provisions of the *Agreement* and/or of these general conditions shall prevail over the *Specifications* (if any) and the provisions of the *Agreement* and of the *Supplemental General Conditions* (if any) shall prevail over these General Conditions.

CCC50 02 (06/91) Powers of the Corporation

The *Corporation* is the agent of Her Majesty for all purposes of the *Contract*.

CCC50 03 (12/05/00) Assignment and Subletting

1. The Contractor shall not assign or sublet the *Contract* or any of the *Work* without the prior written consent of the *Corporation* and any assignment or subletting made without such consent shall be of no effect provided that (unless the *Contract* or the *Corporation* directs otherwise) the Contractor may sublet such portions of the *Work* as are usually sublet in similar cases. The Contractor shall promptly furnish to the *Corporation* full particulars of all subcontracts. No assignment or subletting shall relieve the Contractor from any of its obligations under the *Contract* or impose any liability upon Her Majesty or the *Corporation* to an assignee or subcontractor.
2. Subject to the foregoing, the *Contract* shall enure to the benefit of and shall be binding upon the successors and assigns of Her Majesty and of the Contractor, respectively.

CCC50 04 (06/91) Conduct of the Work

1. The Contractor shall diligently carry out the work, shall provide efficient supervision and inspection thereof and shall be responsible for seeing that the *Work* is of proper quality, material and workmanship and satisfies the requirements of the *Contract*.
2. The nature and spirit of the *Contract* is to provide for the *Work* therein enumerated to be fully completed in every detail for the purpose designed; and the Contractor agrees to furnish any and every thing necessary for such purpose, notwithstanding any omission in the drawings or *Specifications*.
3. The Contractor shall apply to the *Corporation* for any explanation which the Contractor may require in regard to the meeting and intent of any clause in the *Specifications* and *Contract*, and shall be held responsible for any errors or losses consequent upon failure to obtain such explanation.
4. Drawings and *Specifications* are intended to complement each other, so that if anything is shown on the drawings but not mentioned in the *Specifications*, or vice versa, it is to be furnished and built as though specifically set forth in both. If any discrepancies are discovered in the drawings, or any conflict between the drawings and the *Specifications*, the same shall be referred to the *Corporation* before proceeding with the *Work*. Figured dimensions on drawings are to have precedence.
5. Materials used must conform to the *Specifications* whether shown on the *Corporation's* or the Contractor's drawings or not.
6. Approval by the *Corporation* of the Contractor's drawings shall not relieve the Contractor of responsibility for corrections thereof, nor for results arising from error or omission.
7. No materials or parts shall be used or processed and no *Finished Work* shall be submitted for acceptance or shall be delivered unless or until approved by the Contractor's inspection staff and, wherever practicable, marked with an approval stamp satisfactory to the *Inspector*. The Contractor shall keep proper and adequate inspection records which shall at all times be open to examination by the *Inspector* who may make copies thereof and take extracts therefrom.
8. The *Corporation* and the *Inspector* shall have access to the *Work* at all times and may make such tests of the *Work* as they may think fit. The Contractor shall provide all assistance and facilities, test pieces and samples which the *Corporation* or the *Inspector* may require for the carrying out of any such tests.

9. The Contractor shall not stop or suspend work pending the settlement or determination (by arbitration or otherwise) of any differences arising under the *Contract*.

CCC50 05 (06/91) Inspector, the Final Judge of the Work

The *Inspector* shall be the final judge of the Work and of its quality and workmanship. The *Inspector* shall have full power to reject or refuse to accept any *Finished Work* or parts or materials or work in process which the *Inspector* considers are not in accordance with the requirements of the *Contract*. The *Inspector* shall also be the sole judge as to the meaning of the *Specifications*, if any.

CCC50 06 (06/91) Making Good Rejected Work

The Contractor shall forthwith at its own expense make good any work which the *Inspector* may have refused to accept or, alternatively, at the option of the *Corporation*, all amounts previously paid to the Contractor in respect of *Work* rejected or not accepted shall forthwith be repaid by the Contractor.

CCC50 07 (06/91) Acceptance and Delivery

Final acceptance by the *Inspector* of any *Finished Work* shall be deemed to be delivery to and acceptance by Her Majesty of the *Work* so accepted and such acceptance shall be a condition precedent to delivery. Provided always that if the *Agreement* provides for a particular place or manner of delivery, such delivery shall not be complete unless or until made in accordance therewith. Upon delivery, title to the *Work* delivered shall vest in Her Majesty if not already so vested. The right of the *Inspector* to refuse final acceptance of any of the *Work* shall not be affected by any prior inspection, approval or acceptance of any parts, materials or work in process or any other *Finished Work*.

CCC50 08 (06/91) Warranty

Without restricting any other term of the *Contract* or any warranty stipulated or implied by law, the Contractor shall, at its own expense, replace any articles, parts or materials included in the *Work* (not including any *Government Issue*) which at any time within eighteen (18) months from the delivery thereof become defective as a result of faulty or inefficient manufacture, materials or workmanship.

CCC50 09 (06/91) Government Issue

1. All items comprised in any *Government Issue* shall be used by the Contractor solely for the purposes of the *Contract* and shall always be and remain the property of Her Majesty and, wherever feasible, the Contractor shall mark the same as being Her Majesty's property.
2. Any items of *Government Issue* found to be damaged or defective shall be replaced by Her Majesty upon the *Inspector* certifying in writing to the *Corporation* that the damage or defect is not due to the fault or negligence of the Contractor. If the *Inspector* certifies that more than five (5) per cent of the total *Government Issue* of the same kind or type is damaged or defective (otherwise than as a result of the fault or negligence of the Contractor), Her Majesty shall reimburse the Contractor for any loss incurred by the Contractor which is directly attributable to such damaged or defective items in excess of five (5) per cent.
3. All *Government Issue* (except such as are installed or incorporated in the *Work*) shall be returned to the *Corporation* upon demand, in the same condition as when supplied to the Contractor; provided

that the Contractor shall not be responsible for any loss or damage resulting from ordinary wear and tear or from causes beyond the Contractor's reasonable control.

CCC50 10 (06/91) Scrap, etc.

All scrap and waste materials derived from any Government Issue, or from any other materials, articles or things which are the property of Her Majesty, shall, unless otherwise specifically provided herein, remain the property of Her Majesty and shall be disposed of only as prescribed by the Corporation.

CCC50 11 (06/91) Care of Crown Property; Insurance

1. The Contractor shall take reasonable and proper care of any and all property owned by Her Majesty which is from time to time in the Contractor's custody or control and shall be responsible for any loss thereof or damage thereto resulting from its failure to do so, other than loss or damage caused by fire or by ordinary wear and tear.
2. Unless otherwise provided elsewhere in the *Contract*, no insurance shall be carried by the Contractor on any property owned by Her Majesty provided that if the *Contract* is for a stipulated price, this subsection 2 shall not prevent the Contractor from carrying insurance upon property the title to which becomes vested in Her Majesty by virtue of section 19 of these General Conditions.

CCC50 12 (06/91) Time of the Essence; Extensions

Time shall be deemed to be of the essence of the *Contract*, provided that the time for completing any of the Work which has been or is likely to be delayed by reason of force majeure or other cause beyond the reasonable control of the Contractor shall be extended by a period equal to the length of the delay so caused, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Corporation.

CCC50 13 (06/91) Accounts

The Contractor shall keep proper and detailed accounts and records of the cost of the Work and invoices, receipts and vouchers relating thereto. If any part of the Work is performed by an *Allied Firm* in Canada, the Contractor shall also cause such *Allied Firm* to keep similar accounts, records, invoices, receipts and vouchers with respect to the cost of the work performed by such *Allied Firm*. All such accounts, records, invoices, receipts and vouchers shall be open to audit and inspection by the authorized representatives of the Corporation at any time until the expiration of six (6) years from the end of the calendar year in which the *Contract* is terminated or completed. The Corporation's authorized representatives may make copies thereof and take extracts therefrom. The Contractor shall afford all facilities for such audits and inspections and shall furnish the Corporation and its authorized representatives with all such information as it or they may from time to time require with reference to such accounts, records, invoices, receipts and vouchers.

CCC50 14 (06/91) Secrecy and Protection of Work

1. The *Contract* and the Specifications and all information issued, used or disclosed in connection with the Work are confidential. The Contractor shall not use the same for any purpose other than the *Contract* without the written authority of the Corporation and shall, at all times, take and cause to be taken all measures necessary for the protection of the same and of the Government Issue, if any, against espionage, sabotage and fire.

2. The *Contract* and the Specifications and information aforesaid may be classified as to the degree of precaution necessary for their safeguarding. If so classified,
 - (a) the measures to be taken by the Contractor for their safeguarding shall include those set out in any instructions issued in that regard by or on behalf of the Corporation;
 - (b) if so directed by the Corporation, the Contractor shall dispense with the services in connection with the work of any person employed or engaged thereon; and
 - (c) the Contractor shall permit the Corporation at all times, through such agency as he may see fit, to take and to maintain on or about the premises of the Contractor where the Work or any part thereof is being carried on, such guards or other protective measures as in the opinion of the Corporation may be advisable.

CCC50 15 (06/91) Patent Claims and Royalties

1. The Contractor shall indemnify the Corporation against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent based upon the use of any invention protected by such patent in carrying out the *Contract*, and for royalties or other payments which may be payable in connection with such patent.
2. Upon notification from the Corporation that any such claim, action, suit or proceeding has been made or commenced, the Contractor shall, unless otherwise instructed by the Corporation, conduct at its own expense all negotiations for the settlement of the same.

CCC50 16 (04/92) Canadian Labour and Materials

CANCELLED.

CCC50 17 (06/91) Conditions Precedent to Payment

1. No payment shall be made to the Contractor unless or until
 - (a) invoices, inspection notes and all other documents prescribed from time to time by the Corporation or by the Inspector are prepared, signed and submitted in accordance with the terms of the *Contract* or as instructed from time to time by the Corporation; and
 - (b) the Contractor establishes to the satisfaction of the Corporation (if so required) that all materials, parts, work in process and/or Finished Work in respect of which payment is being made are free and clear from all claims, liens, attachments, charges or encumbrances.

CCC50 18 (06/91) Indemnity Against Claims

1. The Contractor shall indemnify and save harmless Her Majesty and the Corporation from and against any and all claims, damages, loss, costs and expenses which they or either of them may at any time incur or suffer as a result of or arising out of
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property which may be or be alleged to be caused by or suffered as a result of the carrying out of the Work or any part thereof; and/or

- (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in process and/or Finished Work delivered, to, or in respect of which any payment has been made by Her Majesty or the Corporation.

CCC50 19 (06/91) Title on Progress Payments, Etc.

Upon any payment being made to the Contractor for or on account of materials, parts and/or work in process acquired by the Contractor for the purposes of the Work, either by way of progress payments or accountable advances or otherwise, title in and to such materials, parts and/or work in process shall vest and remain in Her Majesty both before and after completion of the Work, unless already so vested under any other provision of the *Contract*, but the Contractor shall nevertheless remain responsible therefor until delivery of the Finished Work.

CCC50 20 (06/91) Further Assurance

Wherever it is herein provided that title to any parts, materials, work in process and/or Finished Work becomes vested in Her Majesty, the Contractor shall execute such conveyances thereof and/or other instruments of further assurance as the Corporation may request.

CCC50 21 (06/91) Suspension of Work and Changes in Specifications

The Corporation may at any time and from time to time order a suspension of the Work, in whole or in part and/or make modifications of, changes in and/or additions to the Specifications. All directions given by the Corporation with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the Work, the *Contract Price* shall be adjusted accordingly, provided that the Contractor shall, in no event, be entitled to compensation for any loss of anticipated profits (except that in the event of any change which results in a substantial part of the Work theretofore performed by the Contractor having to be discarded, the Contractor shall be entitled to payment of an amount representing a fair and reasonable profit in respect of such discarded Work) and provided further that, unless the *Contract* is on a cost-plus basis, minor increases or decreases in cost shall be disregarded.

CCC50 22 (06/91) Default by Contractor

1. If the Contractor is in default for a period of fifteen (15) days in carrying out the terms of the *Contract* as a result of events or occurrences for which it is responsible or which are within its control, or if the Contractor becomes bankrupt or insolvent, or has a receiving order made against it, or makes an assignment for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the Corporation may at its option, upon giving notice in writing to the Contractor,
 - (a) terminate the *Contract* as to Work not theretofore completed; or
 - (b) take the Work out of the Contractor's hands and employ such means as the Corporation may see fit to complete the Work in whole or in part.
2. Upon the giving of such notice, the Contractor shall have no claim for any further payment, save as hereinafter in section 22 provided, but shall remain liable for all loss and damage which may be suffered by Her Majesty by reason of the default or occurrence upon which such notice was based.

3. If the Work is taken over by the Corporation,
- (a) all plant, equipment, materials, articles and rights available to the Contractor for the purposes of the Work may be utilized by the Corporation or its authorized representatives as fully as they might have been used and exercised by the Contractor; and
 - (b) unless the *Contract* is a cost-plus *Contract*, upon completion of the Work, or such part of it as the Corporation shall see fit to complete, the Contractor shall be entitled to credit, on the basis of the *Contract Price*, for such of the Work as shall have been so completed by the Corporation and the amount for which the Contractor is so entitled to credit shall be applied against the cost to Her Majesty of completing the Work so completed and the loss or damage for which the Contractor is liable as above provided, and any excess or deficiency shall be paid by Her Majesty to the Contractor or by the Contractor to Her Majesty, as the case may be.

CCC50 23 (01/06/94) No Bribe, Etc.

The Contractor warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of Her Majesty for, or with a view to, the obtaining of the *Contract* by the Contractor.

CCC50 24 (06/91) Labour and Health Conditions

The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the Work.

CCC50 25 (06/91) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the *Contract* or to any benefit to arise therefrom.

CCC50 26 (06/91) Notice

Any notice to the Contractor hereunder shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid, as the case may be, addressed to the Contractor at its address as given in the *Agreement* or, if no address is so given, at its address as shown by the records of the Corporation. Any notice so given shall be deemed to have been received by the Contractor at the time when in the ordinary course such letter or telegram should have reached its destination.

CCC50 27 (16/02/98) Arbitration

In the event of any dispute between the parties with respect to anything arising out of the *Contract* (save in respect of any matter as to which the decision of the Corporation or of the Inspector or other person is final or any matter with regard to which any other manner of settlement is herein expressly provided), the matter in dispute shall be referred for decision to a single arbitrator or, if the parties cannot agree upon a single arbitrator, to two arbitrators, one to be selected by the Corporation and the other by the Contractor. In case the two arbitrators so selected cannot agree, they shall select a third and the decision of any two of the three shall be binding. In case the two arbitrators so selected cannot agree upon the selection of the third arbitrator, the third arbitrator shall be appointed by the Federal Court upon a reference being made to such Court. A party who has not appointed an arbitrator after the other party has appointed one shall do so within five (5) days after being notified in writing by such other party to do so, and in default of appointment such

other party's arbitrator may act as sole arbitrator whose decision shall be binding. If the arbitrator of either party shall fail to proceed with the consideration of the matters in dispute within five (5) days after being required in writing by the other party's arbitrator to do so, such other party's arbitrator, if a third arbitrator has not been appointed, shall be at liberty to act as sole arbitrator whose decision shall be binding, or the other two arbitrators, if a third has been appointed, may forthwith appoint an arbitrator in lieu of the one who has failed to proceed, and the decision of two of such three arbitrators shall be binding. The costs of the arbitration shall be in the discretion of the arbitrators; provided, however, that no party shall be obliged to pay more than its own costs and the costs of the third arbitrator.

CCC50 28 (16/02/98) Termination

1. Notwithstanding anything in the *Contract* contained, the Corporation may, by giving notice to the Contractor (hereinafter sometimes referred to as a "termination notice"), terminate the *Contract* (save and except the provisions of this section and of section 13 of these General Conditions) as regards all or any part or parts of the Work not theretofore completed. Upon a termination notice being given, the Contractor shall cease Work (including the manufacturing and/or procuring of materials for the fulfilment of the *Contract*) in accordance with and to the extent specified in such notice. The Corporation may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
2. In the event of a termination notice being given under the provisions of this section, and subject as hereinafter provided,
 - (a) all Finished Work, whether completed before the giving of such notice or completed thereafter pursuant to such notice, shall be paid for (subject to acceptance in accordance with the provisions of the *Contract*) on the basis of the *Contract Price*;
 - (b) in respect of Work not completed before the giving of such notice, and not completed thereafter pursuant to such notice, the Contractor shall be entitled to be reimbursed the actual cost to the Contractor of such uncompleted Work, and to receive, in addition, an amount representing a fair and reasonable profit in respect of Work done thereon. Cost shall be determined in accordance with the provisions of the *Contract Cost Principles*, DSS-MAS 1031-2, subject to any modifications thereof which the Corporation may consider to be appropriate in the circumstances;
 - (c) subject as provided in paragraph (d) of this subsection 2, the Contractor shall be entitled to be reimbursed the amount of any capital expenditures specifically authorized by the *Contract* or approved by the Corporation for the purposes of the *Contract* (and actually made or incurred) to the extent that the same (less any depreciation in respect thereof already taken into account in determining cost) were reasonably and properly incurred by the Contractor in respect of and are properly apportionable to the performance of the *Contract* and not included in the amounts paid or payable to the Contractor in respect of Finished Work;
 - (d) if the *Contract* is exclusively a *Contract* for the making of capital expenditures in respect of additional equipment and/or plant additions, the foregoing paragraphs (a) to (c) inclusive of this subsection 2 shall not apply, but Her Majesty shall pay or reimburse the Contractor for the reasonable and proper cost to the Contractor (not previously paid by Her Majesty) of
 - (1) all additional equipment which prior to the giving of the termination notice shall have been purchased, acquired or manufactured by the Contractor, or contracted for and for which the Contractor is obligated to make payments; and
 - (2) all additional equipment in process of manufacture by the Contractor as at the date of the giving of such notice and all Work in connection with the construction of the

plant addition up to the said date, including the cost of materials and parts contracted for by the Contractor for the purposes of such manufacture or construction and for which the Contractor is obligated to make payment.

3. Provided always that no reimbursement shall be made in respect of Work which has been or may be rejected after inspection as not complying with the requirements of the *Contract*.
4. The Contractor shall not be entitled to be reimbursed any amount which taken together with any amounts paid or due or becoming due to the Contractor under the *Contract*, shall exceed the *Contract Price* applicable to the Work or the particular part thereof.
5. Notwithstanding the provisions of any of the foregoing subsections 1 to 4 inclusive, the amounts which the Contractor shall be entitled to be reimbursed in the event of the giving of a termination notice under this section 28 shall include, subject as hereinafter provided, the costs of the Contractor of an incidental to the cancellation of obligations incurred by the Contractor pursuant to the termination notice, the cost of preparing the necessary accounts and statements with respect to Work performed to the effective date of such termination and/or commitments made by the Contractor with respect to the terminated portions of the Work, wages which the Contractor is obligated under any laws and regulations for the time being in force, to pay to employees whose services are no longer required by reason of such termination, the costs of and incidental to the taking of an inventory of materials, components, work in process and Finished Work on hand at the effective date of the termination and other costs and expenses of and incidental to the termination, in whole or in part, of operations under the *Contract*; provided always that payment and reimbursement under the provisions of this subsection shall be made only to the extent that it is established to the satisfaction of the Corporation that the costs and expenses aforesaid were actually incurred by the Contractor and that the same are reasonable and are properly attributable to the termination of the Work or the part thereof so terminated.
6. In case of disagreement as to the amount which the Contractor is entitled to be reimbursed, the matter shall be referred to the Federal Court.
7. As far as practicable, the Contractor shall place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon conditions and terms similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Corporation and do everything reasonably within its power at all times to minimize and reduce the amount of Her Majesty's obligations in the event of termination hereunder.
8. Title to all materials, parts, plant, equipment and/or work in process in respect of which reimbursement is made to the Contractor as herein provided shall, upon such reimbursement being made, pass to and vest in Her Majesty unless already so vested under any other provision of the *Contract* and such materials, parts, plant, equipment and/or work in process shall be delivered to the order of the Corporation, but the materials thus taken over will in no case be in excess of what would have been required for performing the *Contract* in full if no termination notice had been given.
9. If the Corporation is satisfied that by reason of any action taken under the provisions of this section exceptional hardship has resulted to the Contractor, then the Corporation may, in its absolute discretion, grant such allowance (not to include in any case, however, an allowance or compensation for loss of profit) to the Contractor as, in the opinion of the Corporation, is warranted by the circumstances.
10. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Corporation under or pursuant to the provisions of this section except to the extent in this section expressly provided.

CCC50 29 (06/91) Foreign Exchange

Unless otherwise provided in the *Contract* or agreed to by the Corporation, the Contractor shall not be entitled to any increase in the *Contract Price* by reason of foreign exchange fluctuations.

CCC50 30 (06/06/94) Certification - Contingency Fees

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a *contingency fee* for the solicitation, negotiation or obtaining of this *Contract* to any person other than an *employee* acting in the normal course of the *employee's* duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the Accounts and Audit provisions of the *Contract*.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this *Contract* for default in accordance with the termination for default provisions of the *Contract* or recover from the Contractor by way of reduction to the *Contract Price* or otherwise the full amount of the *contingency fee*.
4. In this section:

"*contingency fee*" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"*employee*" means a person with whom the Contractor has an employer/employee relationship;

"*person*" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

CCC50 31 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:

"*Average Rate*" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "*Bank Rate*" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"*date of payment*" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount *due and payable*;

an amount is "*due and payable*" when it is due and payable by *Canada* to the Contractor in accordance with the terms of the *Contract*; and

an amount becomes "*overdue*" when it is unpaid on the first day following the day upon which it is *due and payable*.

2. Subject to the *Contract*, *Canada* shall be liable to pay to the Contractor simple interest at the *Average Rate* plus 3 percent per annum on any amount that is overdue, from the date such amount becomes *overdue* until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. *Canada* shall not be liable to pay interest in accordance with this section if *Canada* is not responsible for the delay in paying the Contractor.
4. *Canada* shall not be liable to pay interest on *overdue* advance payments.

TRA-95 00 (25/05/01) Translation

Public Works and Government Services Canada

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TRA-95	01	(16/02/98)	Interpretation
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1. In the contract, unless the context otherwise requires,

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written agreement between the Parties, these general conditions, any Supplemental General Conditions specified in the written agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister in the management of the Contract;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply services to Canada under the Contract;

"Government Property" means all materials, parts, components, specifications, equipment, software, documentation, articles and things supplied to the Contractor on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract;

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42;

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Project Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Minister for whose department or agency the Work is being carried out;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and includes a purchase referred to in subsection 1 of section 8 (Subcontracting) at any such tier, and the derivatives of the word shall be construed accordingly;

"Work" means the whole of the activities, services, documents, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

TRA-95	02	(15/12/95)	Powers of the Minister
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Every right, remedy, power and discretion vested in or acquired by Canada or the Minister under the Contract or by law shall be cumulative and non-exclusive.

TRA-95 03 (15/12/95) Status of the Contractor

The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.

TRA-95 04 (15/12/95) Amendments

No modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Minister and of the Contractor.

TRA-95 05 (01/12/00) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is qualified to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall ensure the safety of workers and carry out the Work in a diligent and efficient manner in accordance with established industry practice and laws for the health and safety of workers related to the performance of the Work.
4. The Work shall not be performed by any person who, in the opinion of the Minister or the Project Authority, is incompetent or has been conducting himself/herself improperly.
5. The Contractor warrants that all services performed under this Contract are, at the time of acceptance, in accordance with the requirements of the present Contract. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to Canada and any Work corrected or replaced by the Contractor in accordance with this subsection shall be subject to all provisions of this Contract to the same extent as Work initially performed.
6. Unless the Minister orders the Work or a part thereof to be suspended pursuant to section 22 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
7. The Contractor shall be responsible for pick-up and delivery of the Work. Unless otherwise indicated, the Work shall be picked up and delivered during normal working hours.

8. The Work shall be submitted on a prescribed electronic medium and software, following the layout and format of the original text, and, unless otherwise provided in the Contract, shall contain no heading, advertising or information whatsoever that could identify the Contractor. No handwritten corrections shall be accepted.
9. All French translations shall include all the French accents on the prescribed electronic medium and software. The Contractor shall normally reproduce any charts (including figures), unless otherwise indicated. The word count includes figures, and figures shall be reproduced.
10. Any diskette submitted shall be formatted in such a way that it can be used without modification. The layout of the original shall be followed in every respect. The Contractor shall supply the diskettes.

TRA-95 06 (15/12/95) Inspection of the Work

The Work and any and all parts thereof shall be subject to such inspection as the Contracting Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by Canada. The Contracting Authority, or his representative, shall have access to the Work at any time during working hours where any part of the Work is being carried out. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Contracting Authority shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Contracting Authority shall inform the Contractor of the reasons for any such rejection. Inspection by the Contracting Authority shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

TRA-95 07 (25/05/01) Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

TRA-95 08 (15/12/95) Subcontracting

1. Unless otherwise provided in the Contract, the Contractor may subcontract such portion of the Work as is customary in the carrying out of similar contracts.
2. In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
3. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

TRA-95 09 (15/12/95) Replacement of Personnel

1. When specific persons have been named in the Contract as the persons who shall perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with the same qualifications and experience.
3. Before replacing any person named in the Contract, the Contractor shall give notice to the Minister in writing of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
4. The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons; acceptance of a replacement person by the Contracting Authority shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (2) and paragraphs (3)(b) and (c), secure a further replacement.

TRA-95 10 (15/12/95) Assignment

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.
2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

TRA-95 11 (15/12/95) Time is of the Essence

1. Time is of the essence of the Contract.
2. When the performance of the Work or any part of it is delayed or likely to be delayed owing solely to an event that:
 - (a) was beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractor,

the Minister may extend the time for completing the Work by a period equal to the length of the delay so caused provided that prompt notice of the occurrence causing or likely to cause such delay is given by the Contractor to the Minister.

TRA-95 12 (12/05/00) Security and Protection of the Work

1. The Contractor shall, during the entire period of the Contract, have a valid security clearance issued by the Canadian and International Industrial Security Division (CIISD) at the level required by Canada for performance of all or part of the Work. Classified documents are to be delivered solely to those persons holding an appropriate security clearance, and the Contractor shall ensure that all employees designated to perform the Work, or who have access to the Work, have a valid security clearance issued by the CIISD at a level appropriate to the classification of the Work, for the full term of the Contract.
2. Before being permitted to receive classified documents, the Contractor shall have a valid security clearance at the appropriate level issued by the CIISD for its facilities for the full term of the Contract, and unless it receives authorization in writing to the contrary from the Project Authority, the Contractor shall not remove any classified documents from the authorized work premises and shall ensure that its employees are aware of and comply with this requirement.
3. The Contractor shall stamp the appropriate security classification on the Work produced by the Contractor under the Contract, and shall neither keep or reproduce classified documents or translations of these, nor reveal their contents. Upon completion of the Work, all classified documents provided by Canada or produced by the Contractor under the Contract, as well as all the rough drafts, draft notes, working documents and research notes, shall be returned to the Project Authority. All such documents shall be submitted in person or sent by courier, enclosed in two envelopes, the inside envelope being marked at the required security level, and the outer one bearing only the addresses of the addressee and sender.
4. These clauses shall be included in all subcontracts requiring access to classified documents.

TRA-95 13 (12/05/00) Payment

1. For all payments claimed, the Contractor shall submit an invoice to the Contracting Authority. The invoice shall contain the following information: Contractor's name and address, contract number, requisition(s) for services number(s), Client Reference Number (CRN), volume of services provided (words/hours), rate, total amount claimed and Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), as appropriate.
2. The GST and HST shall not be included in the Contract Price for the Work. Where applicable, the GST or HST will be included in all invoices and payment claims, and will be covered by Canada. The Contractor shall agree to return to Canada Customs and Revenue Agency any amount it receives from Canada in GST or HST payments, under the Contract.
3. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
 - (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Minister;
 - (b) all such documents have been verified by the Minister;
 - (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and

- (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract.
4. The Minister shall notify the Contractor, within fifteen (15) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Minister.
5. The amount claimed by the Contractor under the Contract may be audited by Canada before or after payment of that amount has been made to the Contractor. Any payment made prior to the inspection shall be considered as an interim payment only, and that amount shall be amended accordingly, on the basis of the findings of the audit. Where an overpayment has been made, that amount shall be immediately repaid to Canada by the Contractor.

TRA-95 14 (15/12/95) Method of Payment

1. Payment by Canada for the Work shall be made:
- (a) within thirty days following the date on which all the completed work, or parts thereof in the case of progress payments, has been delivered to the location designated in the Contract; or
- (b) within thirty days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;
- whichever date is the later.

TRA-95 15 (01/12/00) Interest on Overdue Accounts

1. For the purposes of this section:
- "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.

4. Canada shall not be liable to pay interest on overdue advance payments.

TRA-95 16 (15/12/95) Title

1. Except as otherwise provided in the Contract and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Upon any payment being made to the Contractor for work or any part thereof, either by way of progress payments or accountable advances or otherwise, title to Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to Work or any part thereof so vested shall remain with the Contractor until its delivery to Canada in accordance with the Contract.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

TRA-95 17 (15/12/95) Government Property

1. Unless otherwise provided for in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada.
2. The Contractor shall take reasonable and proper care of all Government Property while the same is in or on premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to both the Contracting Authority and the Project Authority.

TRA-95 18 (15/12/95) Unauthorized Codes

1. The Contractor guarantees that the diskettes provided to Canada under the Contract have no viruses or unauthorized codes, whether or not through fault or negligence on the part of the Contractor.
2. Without limiting the applicability of section 19, in a case where Canada suffers damage because of the presence of viruses or unauthorized codes, the Contractor shall reimburse Canada for all the expenses incurred by Canada to return its systems to their initial condition.

TRA-95 19 (15/12/95) Indemnity Against Third-Party Claims

1. The Contractor shall indemnify and save harmless Canada, the Minister and their servants or agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of

- (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
2. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit, or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

TRA-95 20 (15/12/95) Royalties and Infringement

1. In this section, "Royalties" includes
 - (a) fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
 - (b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.
2. the Contractor shall indemnify and save harmless Canada, the Minister and their servants or agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
3. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Contractor in performing the Contract of material or information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada, provided that the Contractor notifies the Minister immediately of any such claim, action, suit or other proceeding but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.
4. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection (2) and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify and save harmless Canada for payment of any settlement unless it has consented to the settlement.

TRA-95 21 (15/12/95) Copyright

1. Copyright in the Work shall vest in Canada.
2. The drafts, preliminary versions, technical documents and other linguistic or terminological research documents developed to execute the obligations that are the subject of the Contract all belong to Canada. The Contractor shall not divulge them nor use them otherwise than to provide the services that are the subject of the Contract. The Contractor may not, except to the extent that the

performance of the Contract requires it, divulge or publish any information concerning matters mentioned in this section.

3. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Contract or at any other such time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work.
4. If the Contractor is the author of the Work, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Work.

TRA-95 22 (15/12/95) Suspension of the Work

1. The Minister may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. At any time during the period of the suspension or stopping of the Work, the Minister may either rescind the order or terminate the Contract, in whole or in part, under section 23 (Default by the Contractor) or terminate it under section 24 (Termination for Convenience).
2. When an order is made under subsection 1, unless the Minister terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
3. When an order is made under subsection 1 and is rescinded:
 - (a) the Contractor shall as soon as practicable resume work in accordance with the Contract;
 - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Minister following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work; and
 - (c) subject to section 4 (Amendments), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

TRA-95 23 (15/12/95) Default by the Contractor

1. Where the Contractor is in default in carrying out its obligations under the Contract, the Minister may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Minister within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Minister may, to the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts,

including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source or calling upon its internal resources. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.

4. Upon termination of the Contract under this section, the Minister may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Minister, any completed parts of the Work which have not been delivered and accepted prior to the termination and any materials or work-in-process which the Contractor has produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials and work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
6. Titles to all materials, work-in-process and finished work, in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for those that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
7. Where, subsequent to issuance of an order pursuant to subsection 1, the Minister is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 1 of section 24 (Termination for Convenience).

TRA-95 24 (15/12/95) Termination for Convenience

1. Notwithstanding anything contained in this Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (in this section sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete any such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada including the unliquidated portion of any advance payment:
 - (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;

- (b) the cost to the Contractor plus a fair and reasonable profit thereon, for all Work terminated by the termination notice before completion, the cost to the Contractor being determined in accordance with the terms of the Contract;
 - (c) all costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by Contract or approved in writing by the Minister for the purpose of the Contract.
- 3. The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
 - 4. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2 (a) and (b), together with any other amounts paid or due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated, and shall not exceed the proportion of the price quoted by the Contractor for all the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.
 - 5. In the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
 - 6. Title to all equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
 - 7. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

TRA-95 25 (15/12/95) Accounts and Audit

- 1. The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- 2. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection 1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such

information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

TRA-95 26 (15/12/95) Notice

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or any other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day that it is received at that address.

TRA-95 27 (15/12/95) Members of the House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

TRA-95 28 (01/05/96) Conflict of Interest

1. The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any direct benefit from this Contract.
2. No employee of the Government of Canada shall be a party to the Contract, nor shall derive any benefit whatsoever therefrom, unless the employee has been so authorized in writing by the Minister who has jurisdiction over the employee.

TRA-95 29 (15/12/95) Corruption and Conflict of Interest

1. The Contractor represents and covenants that it has no financial interest in any third-party business that might affect its objectivity in providing the services that are the subject of the Contract.
2. The Contractor represents and covenants that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

TRA-95 30 (15/12/95) Contingency Fees

1. The Contractor attests that it has not paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default in accordance with the termination

for default provisions of the Contract, or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.

4. In this section:

"contingency fee": means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract, or negotiating the whole or any part of its terms;

"employee": means any person with whom the Contractor has an employer/employee relationship;

"person": includes an individual or a group, a corporation, a partnership, an organization and an association and, without limiting the generality of the preceding, any individual who is required to submit to the registrar a return under section 5 of the Lobbyists Registration Act, R.S.C. 1985, c. 44 (4th supplement) and of any amendment that might be made to it from time to time.

TRA-95 31 (15/12/95) Survival

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning Government Property, indemnity against third-party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

TRA-95 32 (15/12/95) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

TRA-95 33 (15/12/95) Successors and Assigns

The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Contractor.

TRA-95 34 (15/12/95) Entire Agreement

The Contract constitutes the entire and sole agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

Section 4

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

<u>Condition</u>	<u>Date</u>	<u>Title</u>
DSS-MAS 1-4-Int	(23/11/98)	Supplemental General Conditions
DSS-MAS 1028	(16/02/98)	Ship Construction - Firm Price
DSS-MAS 1029	(16/02/98)	Ship Repairs
DSS-MAS 1033	(16/02/98)	Shipbuilding - Cost Reimbursement
DSS-MAS 1036	(16/02/98)	Research and Development
DSS-MAS 9601-1	(24/05/02)	Hardware Purchase or Lease
DSS-MAS 9601-2	(16/02/98)	Software Development/Modification Services
DSS-MAS 9601-3	(16/02/98)	Systems Integration
DSS-MAS 9601-4	(16/02/98)	Licensed Software
DSS-MAS 9601-5	(16/02/98)	Support Services for Licensed Software
DSS-MAS 9601-6	(10/12/01)	Contractor to Own Intellectual Property Rights in Foreground Information
DSS-MAS 9601-7	(10/12/01)	Canada to Own Intellectual Property Rights in Foreground Information
LAB-180	(12/05/00)	Labour Conditions
LAB-180B	(16/02/98)	Labour Conditions

Supplemental General Conditions are used in conjunction with one of the General Condition sets in Section 3. Their purpose is to expand upon and clarify specific points within the context of an identified subject area. For example, Supplemental General Conditions DSS-MAS 1028 - Ship Construction - Firm Price, expands upon the topic of ship construction.

Prior to the introduction of the *Standard Acquisition Clauses and Conditions* Manual, Supplemental General Condition sets were attached to each bid solicitation package. This practice has been replaced by incorporation by reference. The specified Supplemental General Conditions specified in standard clause K0000D form part of the procurement document.

To improve readability, each condition set includes an index section (article) - 00, which details the various subjects covered within the condition set. As well, each section has an effective date. As conditions are updated and modified, only the affected section will receive a new effective date, corresponding to the effective date for the whole condition set; thus making changes more readily identifiable by users.

The following list identifies those sets of Supplemental General Conditions which are currently in use by the Department of Public Works and Government Services, their latest revision date and their title.

1028 00 (16/02/98) Ship Construction - Firm Price

Public Works and Government Services Canada

- 01 Interpretation
- 02 Conduct of Work
- 03 Inspector Final Judge of Work, Materials, etc.
- 04 Re-execution of Inferior Work
- 05 Drawings
- 06 Design Changes and Modifications
- 07 Labour Conditions
- 08 Accommodation
- 09 Care of Vessel during Construction
- 10 Wharfage and Dockage Fee
- 11 Overhanging Charges
- 12 Warranty
- 13 Public Ceremony
- 14 Insurance
- 15 Amendment to General Conditions - DSS-MAS 1026A

1028 01 (01/06/91) Interpretation

1. Unless otherwise provided in the agreement,

a "**Design Change**" is any change to approved drawings, specifications, or statements of requirements. Work necessary to eliminate "fouling" points or for the correction of errors made by the Contractor is not a "**Design Change**" within the meaning of this section;

"**the General Conditions**" means *General Conditions* DSS-MAS 1026A (Supplies - Firm Price) forming part of the Contract;

"**Inspector**" means the inspection authority designated in the Contract to carry out the inspection duties;

the expression "**make modifications of, changes in, or additions to, the specifications,**" as the same is employed in section 19 of *the General Conditions* (DSS-MAS 1026A), shall be deemed to include and to apply to "**Design Changes**" as herein before defined.

"**these supplemental conditions**" means these Supplemental General Conditions;

"**vessels**" means the ships or *vessels* to be constructed by the Contractor under the Contract and includes the whole of their respective hulls, engines, boilers, machinery, auxiliaries, equipment, fittings, and appurtenances where the context permits, the term "work" as used in the Contract includes the *vessels* as herein defined;

2. These supplemental conditions shall be read with *the General Conditions*, provided that, in the event of any inconsistencies between the provisions of *the General Conditions* and of *these supplemental conditions*, the latter shall prevail.
3. Where the *Inspector* is not specifically mentioned in the Contract, the Minister may act in respect of any covenant, agreement, condition or matter under the Contract by or through the *Inspector* or by or through such other officers as he may from time to time designate, with power in the *Inspector* or any such officers to delegate in writing or by telegram any of the powers contained in the Contract.

1028 02 (01/06/91) Conduct of Work

1. Canadian Labour

To the full extent consistent with availability, proper economy and the expeditious performance of the Contract, the Contractor will employ Canadian labour exclusively. A reasonable proportion of the labour force employed will consist of persons who have been demobilized or honourably discharged from Active Service in Her Majesty's Forces, where such persons are available and qualified for the Work to be performed.

2. Materials

The Contractor hereby warrants, represents, and agrees that it will procure all materials, parts, components and equipment required in connection with the performance of Contract from the sources proposed in its tender or such other sources as may be authorized by the Minister.

3. Performance Control

The Contractor may, at any time, apply to the Minister for advice or direction on matters pertaining to the Contract.

The Contractor shall submit for examination by the *Inspector* and/or the Minister all proposed Contracts including those to be effected by Purchase Orders, if requested to do so.

The Contractor shall permit the *Inspector* to examine any designs, drawings, models or specifications, completed or under preparation by it or on its behalf in connection with the Contract at any time.

All directions and instructions that may, from time to time, be given by the *Inspector* and/or the Minister with respect to the recording and reporting upon the conduct, progress and cost of the work, shall be duly carried out by the Contractor.

1028 03 (01/06/91) Inspector Final Judge of Work, Materials, etc.

If any part of the specifications provides for a method of construction or for the supply and/or use of materials, equipment or parts which are not specified with particularity, the Contractor shall have the right of selection provided that the construction so performed and the materials, equipment and parts so supplied and/or used are in accordance with good marine building practice for the type and class of *vessels* covered by the Contract, and provided that the specifications and drawings and all other Contract requirements are fully complied with. The *Inspector* shall be the final judge of the quality, quantity and suitability of the workmanship, parts, materials, plant, machinery, apparatus, tools and equipment used in or for the purposes of the Work and as to the meaning or interpretation of the specifications and his decision with regard to the foregoing matters, or any of them, shall be final and binding upon the Contractor. All orders, directions or instructions at any time given by the *Inspector* with respect to the Work or the conduct or progress thereof or with respect to the parts, materials, plant, apparatus, machinery, tools or equipment used in or for the purposes of the work, shall be promptly and fully complied with by the Contractor.

1028 04 (01/06/91) Re-execution of Inferior Work

The *Inspector* may reject or refuse to accept or approve any part of the materials or Work if, in his opinion, the same or any workmanship, parts or materials used in the manufacture or production thereof are not in accordance with the provisions of the Contract. The Contractor shall forthwith at its own expense replace or otherwise make good to the satisfaction of the *Inspector* any part of the materials or Work which may have been rejected by the *Inspector*. Her Majesty shall not be under any liability hereunder for any Work done, materials, or parts delivered or assembly made by the Contractor hereunder, unless and until the same shall have been approved by the *Inspector* as evidenced by his certificate in writing.

1028 05 (01/06/91) Drawings

1. All drawings, copies of drawings and models, which have been prepared by the Contractor pursuant to the Contract or furnished to the Contractor by Her Majesty, shall be the sole property of Her Majesty and may be used as Her Majesty sees fit.
2. Approval of the drawings, whether express or implied, shall not relieve the Contractor of its responsibility under the Contract to deliver a vessel that will meet the performance requirements in the specifications.
3. Where modifications are requested to the drawings prior to their approval, the Contractor shall be deemed to have accepted such modifications and to have agreed that they do not constitute a change in specifications and that they will not affect the performance of the vessel adversely, unless it notifies the Minister, in writing, within fourteen (14) days after receipt by it or notice of the modification, that it considers that such modification constitutes a change in specification or that it will adversely affect the performance of the vessel. In the event that the Contractor does not

withdraw such notice, it shall be deemed to be relieved of any liability for failure of the vessel to perform in accordance with the warranty insofar as such failure can be shown to be the direct result of such modification.

4. The provisions of the preceding subsection shall apply to *Design Changes*, "mutatis mutandis".

1028 06 (01/06/91) Design Changes and Modifications

1. Any adjustment to the Contract price made pursuant to section 19 (Suspension of Work and Change in Specifications) of the *General Conditions* DSS-MAS 1026A shall be ascertained and agreed to by the parties hereto prior to the purchase of any materials or the commencement of any Work by the Contractor.
2. If the Contractor proposes to make a claim for adjustment of the Contract price pursuant to section 19 as aforesaid, it must furnish notice to the Minister of its intention to do so within thirty (30) days of the date that it received information that a change within the scope of section 19 has been made. Failure by the Contractor to give such notice within the prescribed period shall be deemed to constitute a waiver by it of any rights that it may have hereunder to adjustment in the Contract price as a result of such change.

1028 07 (01/06/91) Labour Conditions

The applicable Labour provisions established by Order-in-Council PC 1954-2029 of December 22, 1954, and by all amendments thereto shall apply and form part of the Contract.

1028 08 (01/06/91) Accommodation

1. Personnel

The Contractor shall provide for the *Inspector* and any supervisory or other staff employed by Her Majesty, such office space, office facilities, telephone service, and suitable sanitary and washing facilities as the *Inspector* or the Minister may require from time to time at the Contractor's shipyard.

2. Storage and Handling

The Contractor shall supply suitable warehouse accommodation for all government supply stores issued in connection with the Contract for such length of time as the Minister may direct. The Contractor shall be responsible for the care, handling, embarking, loading, moving and similar duties in respect of supply stores in the custody or control of the Contractor or of the *Inspector* as the *Inspector* or the Minister may from time to time direct.

1028 09 (01/06/91) Care of Vessel during Construction

1. All parts of the vessel including, but not limited to, structure, paint work, machinery, auxiliaries, appliances and apparatus shall be maintained in a satisfactory condition during the entire period of construction. Measures shall be taken to keep to a minimum any wear and damage incident to construction, and to prevent corrosion, or other deterioration, especially to unpainted, polished and moving parts. All water piping, heat exchangers, valve chests and equipment shall be kept drained, flushed, and cleaned except during trials and tests. Cold weather precautions will be taken when conditions so require.

2. The Contractor shall be responsible for the care of all machinery and equipment whether furnished by him or by the Crown. Electrical, electronic and interior communication equipment shall, at all times, be fully protected against dust, moisture, or other foreign matter, and shall not be subjected to rapid temperature changes.
3. The Contractor shall ensure that the design form of the vessel is maintained throughout the course of construction and that no distortion of materials occurs which might cause locked-in stresses.

1028 10 (01/06/91) Wharfage and Dockage Fee

Until the completion of the Contract, the Contractor shall be responsible for and shall pay all expenses of wharfage, towage, dockage, running lines, electric light, heating water for testing and refilling the tanks and all other charges, fees, expenses and disbursements for incidental to the construction, launching and delivery of the vessel. If at any time after the launching and before final acceptance of the said vessel, any contingency should arise making it, in the opinion of the *Inspector*, advisable to have such vessel placed in dock for survey, the Contractor shall dock the vessel at its own risk and expense.

1028 11 (01/06/91) Overhanging Charges

In the event of any assessments, taxes or duties, or other levies or charges whatsoever, being unpaid after the vessel has been formally accepted by the Minister, and Her Majesty has complied with all the provisions imposed upon Her by the Contract, the Contractor shall reimburse Her Majesty within thirty (30) days thereafter for any such assessments, taxes, duties, levies or charges as may have been paid by Her Majesty.

1028 12 (01/05/93) Warranty

The Contractor shall warrant the hull, propelling machinery and auxiliaries, fittings, and equipment of all kinds, for a full period of twelve (12) months after delivery to and acceptance of the vessel by Her Majesty, excluding any time or times in excess of one (1) month upon any single occasion during which the vessel may be out of service while undergoing repair pursuant hereto, against all defects of design, material and workmanship, and undertakes that any part or parts of the vessel which may be found defective or show signs of weaknesses or undue wear within such period, owing to faulty design, material or workmanship, shall be repaired or removed and replaced and all such defects remedied and made good at the sole cost and expense of the Contractor. An immediate notice in writing shall be given by the Minister to the Contractor of the discovery of any such defects, weakness or undue wear, and the Contractor agrees to deliver the necessary part or parts and to fit, complete and make good the defective part or parts at the Contractor's yard at _____, but if the vessel is not brought to the Contractor's yard for repairs or replacement of a defective part or parts and such repairs or replacements are made elsewhere, the Contractor shall pay to Her Majesty such sums as are equivalent to the cost of supplying the necessary part or parts and doing the Work at the yard of the Contractor. The Contractor shall not be held responsible for fair wear and tear, or for breakage and defects arising through the negligence or carelessness of any person or persons employed on board the vessel during the warranty period, except the negligence or carelessness of the Contractor's representative if any. The Contractor will not be held responsible for or be under any obligation for consequential damages and delays to the vessel or her cargo.

1028 13 (01/06/91) Public Ceremony

Unless otherwise provided in the Contract, the Contractor shall not be entitled to any increase in the Contract price by reason of any public ceremony. The Contractor shall not allow any public ceremony in connection with the Work without having previously obtained the written permission of the Minister.

1028 14 (01/06/91) Insurance

1. Notwithstanding any other provisions herein contained, the Contractor shall bear and be subject to all risk of loss or damage of or to the Work or any part thereof until delivery of the vessel and final acceptance of same pursuant to the provisions hereof. If any such loss or damage should occur prior to such delivery and final acceptance, the Contractor shall forthwith (unless otherwise directed by the Minister or the *Inspector* and subject to such conditions as the Minister or the *Inspector* may impose), at its own expense and without making any claim for reimbursement therefor, repair, restore and/or replace the Work or the part thereof so lost or damaged.
2. The Contractor shall indemnify and save harmless Her Majesty against and from any and all claims, damages, loss, costs and expenses which Her Majesty may, at any time or times, suffer or incur as a result of or arising out of any actual or alleged injury to persons (including injuries resulting in death) or damage to property which may be or be alleged to be caused by or suffered as a result of the carrying out of this Contract or any part thereof, whether by the Contractor or by any Subcontractor or assignee of the Contractor.
3. The Contractor shall enter into a contract of insurance issued in the joint names of the Contractor and Her Majesty as their respective interests may appear in the standard form of Marine Builder's Risk Policy to provide full indemnification to Her Majesty for any loss or damage to the vessel or any other materials which are the property of the Crown for installation in the vessel in the custody of the Contractor or any claim or expenses to the Crown as aforesaid for which the Contractor assumes responsibility hereunder, and the premium or cost of such insurance coverage shall be incorporated into and form part of the purchase price.

1028 15 (01/06/91) Amendment to General Conditions - DSS-MAS 1026A

The *General Conditions* DSS-MAS 1026A as incorporated herein is amended by deleting section 14 (Care of Crown Property).

1029 00 (16/02/98) Ship Repairs

Public Works and Government Services Canada

- 01 Interpretation
- 02 Contractor to Provide Plant, etc.
- 03 Quality and Workmanship
- 04 Inspector Final Judge of Work, Materials, etc.
- 05 Re-execution of Inferior Work
- 06 Removed Parts, etc., Remain Crown Property
- 07 Wharfage and Dockage Fees and Overhanging Charges
- 08 Where Vessel Remains in Commission
- 09 Where Vessel Out of Commission
- 10 Insurance
- 11 Public Ceremony
- 12 Security Deposit

1029 01 (06/91) Interpretation

1. Unless the context otherwise requires,

"the General Conditions" means General Conditions DSS-MAS 1026 forming part of the contract;

"these supplemental conditions" means *these supplemental General Conditions*;

"vessel" means the ship or *vessel* to be repaired, fitted, converted or otherwise dealt with by the Contractor under the contract and includes the whole of its hull, engines, boilers, machinery, auxiliaries, stores, equipment, fittings and appurtenances.

2. *These supplemental conditions* shall be read with *the General Conditions*, provided that in the event of any inconsistencies between the provisions of *the General Conditions* and of *these supplemental conditions* the latter shall prevail.

1029 02 (06/91) Contractor to Provide Plant, etc.

Unless otherwise provided herein, the Contractor shall provide and make available, at its own expense, all labour, superintendence services, machinery, equipment, apparatus, tools, implements, materials, articles and things which may be requisite for the efficient carrying out and completion of the work.

1029 03 (06/91) Quality and Workmanship

All materials and parts used for the work shall be of the quality required by the specifications and shall be suitable for their particular purposes and shall be employed in the most substantial and workmanlike manner and only as approved by the Inspector.

1029 04 (06/91) Inspector Final Judge of Work, Materials, Etc.

If any part of the specifications provides for a method of construction or for the supply and/or use of materials, equipment or parts which are not specified with particularity, the Contractor shall have the right of selection provided that the construction so performed and the materials, equipment and parts so supplied and/or used are in accordance with normal marine building practice for the type and class of *vesse/s* covered by the contract, and provided that the specifications and all other contract requirements are fully complied with. Subject to the foregoing, the Inspector shall be the final judge of the quality, quantity and suitability of the workmanship, parts, materials, plant, machinery, apparatus, tools and equipment used in or for the purposes of the work and as to the meaning or interpretation of the specifications and his decision with regard to the foregoing matters, or any of them, shall be final and binding upon the Contractor. All orders, directions or instructions at any time given by the Inspector with respect to the work or the conduct or progress thereof or with respect to the parts, materials, plant, apparatus, machinery, tools or equipment used in or for the purposes of the work, shall be promptly and fully complied with by the Contractor.

1029 05 (06/91) Re-execution of Inferior Work

If, in the opinion of the Inspector, any part of the work is not in accordance with the contract, the Inspector may notify the Contractor to properly re-execute the same, which shall be done by the Contractor at its own expense, and if the Contractor fails to do so within such reasonable time as may be fixed by the said or any subsequent notice, then the Inspector may cause such work to be re-executed and replaced by any means which he considers advisable and the cost thereof shall be borne by the Contractor.

1029 06 (06/91) Removed Parts, etc., Remain Crown Property

Any parts, equipment, materials or accessories of any *vessel* permanently removed in the carrying out of the work, shall remain the property of Her Majesty, and shall be disposed of as the Minister may direct.

1029 07 (06/91) Wharfage and Dockage Fees and Charges

1. Until the completion of the work, the Contractor shall be responsible for and shall pay all charges, fees, expenses and disbursements of or incidental to the carrying out of the work, including wharfage, towage, dockage, running lines, electric light and water for testing and refilling the tanks.
2. In the event of any assessments, taxes or duties, or other levies and charges whatsoever, being unpaid after the work has been formally accepted by the Minister, and Her Majesty has complied with all the provisions imposed upon him by this contract, the Contractor will reimburse Her Majesty within thirty (30) days thereafter for any such assessments, taxes, duties, levies or charges as may have been paid by Her Majesty.

1029 08 (06/91) Where Vessel Remains in Commission

1. If the *vessel* is to remain in commission while the work is being carried out, then
 - (a) the work shall be carried out on the *vessel* at such place as the *vessel* is from time to time berthed, provided that every endeavour shall be made consistent with the necessity for speedy execution of the work to have the *vessel* berthed at such place as will facilitate the work required to be performed thereon by the Contractor;
 - (b) the Contractor shall not be in charge of or responsible for the care and protection of the *vessel* but shall be liable for all loss or damage or personal injury (to persons other than those in the employ of the Contractor) resulting from any negligent or wrongful act or omission on the part of the Contractor, its officers, servants, agents or employees during the carrying out of the work. If any such loss or damage should occur to the *vessel* or to the work, the Contractor shall forthwith, unless otherwise directed by the Minister or the Inspector and subject to such conditions as the Minister or the Inspector may impose, at its own expense, repair, restore and/or replace the *vessel* and/or the work so lost or destroyed. The Contractor shall indemnify and save harmless Her Majesty and the Minister against and from all loss, damages, costs and expenses arising from or in any way connected with any and all claims for or in respect of such loss, damages or personal injuries occasioned as aforesaid.

1029 09 (06/91) Where Vessel out of Commission

1. If the *vessel* be out of commission while the work is being carried out, then
 - (a) unless the prior approval of the Minister has been obtained to ground the *vessel*, it shall be berthed where it will not touch the ground at either high or low water;
 - (b) the Contractor shall be in charge of and be entirely responsible for the care and efficient protection of the *vessel* from the time of delivery thereof to the Contractor until redelivered to and accepted by the person or persons appointed by the Minister to receive and accept the same;

- (c) a copy of all lists of fixtures and spare gear will be furnished to the Contractor who shall check the same in conjunction with the Inspector and thereafter acknowledge receipt of the items set forth therein; upon completion of the work, if such items are accounted for to the satisfaction of the Inspector, a clearance will be given to the Contractor;
- (d) the Contractor shall provide the necessary warehouse or storage accommodation for and maintain in good conditions, lubricated, painted and protected from the weather, all equipment, fittings, articles or things temporarily removed from the *vessel* during the work or which may be supplied to the Contractor by Her Majesty for stowing or fitting in place on board the *vessel* prior to delivery thereof to Her Majesty, and shall redeliver the same to Her Majesty in as good condition as when so removed by or supplied to the Contractor. The Contractor shall also provide safe storage accommodation for any part or parts of the *vessel* permanently removed until the same are disposed of as hereinbefore provided;
- (e) the Contractor shall take the usual and proper precautions to maintain in a proper state of preservation any machinery, equipment, fittings, stores or things left in the *vessel* which might become damaged by exposure;
- (f) if the work hereunder necessitates the removal of stores and no secure place of stowage is available on board the *vessel*, the Contractor shall provide the necessary labour for removal and a secure place for storage. The Contractor shall furnish receipts for such stores. The Contractor undertakes that such stores shall be well and carefully stored and not mingled with property of a similar nature;
- (g) the Contractor shall be liable for all loss or damage of or to the *vessel* or the work and for personal injury (to persons other than those in the employ of the Contractor) resulting from any negligent or wrongful act or omission on the part of the Contractor, its officers, servants, agents or employees from the time of the taking over of the *vessel* until delivery of the *vessel* and final acceptance of the work pursuant to the provisions hereof. If any such loss or damage should occur prior to such delivery and final acceptance, the Contractor shall forthwith (unless otherwise directed by the Minister or the Inspector and subject to such conditions as the Minister or the Inspector may impose), at its own expense, repair, restore and/or replace the *vessel* and/or the work so lost or damaged. Neither Her Majesty nor the Minister shall be in any manner responsible or liable for any loss or damage which shall or may happen to the *vessel* and/or the work, or any part or parts thereof (prior to delivery as herein provided), or for any injury including injuries resulting in death, to any person or persons, or for any other damages or injuries whatsoever, caused by or in connection with the *vessel*, or caused by or resulting from or in any way arising out of the work, and the Contractor shall indemnify and save harmless Her Majesty and the Minister against and from all loss, costs, damages and expenses arising from or in any way connected with any and all claims for or in respect of such loss, damages or injuries.

1029 10 (06/91) Insurance

The Contractor warrants that it is carrying Shipbuilders' and/or Ship Repairers' Liability insurance in the amount stated in the agreement and hereby agrees to maintain the said insurance in force during the carrying out of the contract; and the Contractor further agrees that, in the event of any loss or liability covered by the said insurance being suffered or incurred by or in relation to the *vessel* or to the work, the said insurance shall be available for the benefit of Her Majesty as Her Majesty's interest may appear.

1029 11 (06/91) Public Ceremony

The Contractor shall not allow any public ceremony in connection with the work without having previously obtained the written permission of the Minister.

1029 12 (06/91) Security Deposit

1. The security (if any) referred to in the agreement shall be held and retained by Her Majesty as security for the due and complete performance, observance and fulfilment by the Contractor of all the covenants and provisions of the contract. Unless and until the security is forfeited to Her Majesty as herein provided, Her Majesty shall remit any revenues and income therefrom (provided that Her Majesty shall in no event be obligated to invest moneys as interest or otherwise) to the Contractor, and in the case of interest coupons, or dividend coupons payable to bearer, shall deliver the same to the Contractor as and when they mature. In the event of any default by the Contractor in fulfilment of any of the terms and conditions of the contract, the security shall (without prejudice to any and all other rights and recourses accruing to Her Majesty) be forfeited to and retained by Her Majesty as liquidated damages and not as a penalty but, if the Contractor shall have duly performed, observed and fulfilled all the covenants, terms and conditions of the contract, the security shall be returned to the Contractor.
2. Notwithstanding the foregoing, the Minister may, at his discretion, authorize a return of the security to the Contractor at any time before the Contractor has fulfilled all its obligations under the contract. In such event, the return of the security shall not prejudice any rights or recourse accruing to Her Majesty under the contract.

1033 00 (16/02/98) Shipbuilding - Cost Reimbursement

Public Works and Government Services Canada

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1033 01 (06/91) Interpretation

1. Unless otherwise provided in the agreement,

"the General Conditions" means General Conditions DSS-MAS 1026B forming part of the contract;

"these supplemental conditions" means these Supplemental General Conditions;

"Inspector" means the representative designated for the inspection function by the owner department;

"vessels" means the ships or vessels to be constructed by the Contractor under the contract and includes the whole of their respective hulls, engines, boilers, machinery, components, auxiliaries, equipment, fittings and appurtenances; and "vessel" shall have a corresponding meaning. Where the context permits, the term "work" as used in the contract includes the vessels or vessel as herein defined.

2. These supplemental conditions shall be read with the General Conditions, provided that, in the event of any inconsistencies between the provisions of the General Conditions and of these supplemental conditions, the latter shall prevail; and in the event of any inconsistencies between these supplemental conditions and the agreement, the latter shall prevail.

1033 02 (06/91) Sources of Labour

The Contractor shall make a special study of and exert special efforts for the training of its own workmen and employees for the purpose of carrying out the contract and shall not engage or employ any skilled or other workmen or employees engaged or employed in any other shipyards under similar contract with Her Majesty to build vessels.

1033 03 (06/91) Supervision and Conduct of Work

1. The Contractor shall to such extent, if any, as may from time to time be requested by the Minister or the Inspector:
 - (a) consult the Minister and the Inspector on matters pertaining to the performance of the contract;
 - (b) permit the examination by the Minister and the Inspector of all contracts entered into or to be entered into by the Contractor and of all specifications and drawings prepared or under preparation by or for the Contractor in connection with the performance of the contract; and
 - (c) furnish to the Minister and to the Inspector
 - (1) copies of all contracts, specifications and drawings as may be necessary to complete their records of the performance of the contract; and
 - (2) such information and data (including duplicates of orders, progress reports and flow sheets) with respect to the work and the progress thereof as the Minister or the Inspector may from time to time require.
2. All directions and instructions which may from time to time be given by the Minister or the Inspector with respect to the work or the conduct or progress thereof and the recording and reporting of the cost thereof, and/or with respect to the placing of contracts or the making of commitments for the purposes of the work, shall be promptly and fully complied with by the Contractor.

1033 04 (06/91) Inspector Final Judge of Work, Materials, etc.

If any part of the specifications or drawings provide for a method of construction or for the supply and/or use of materials, equipment or parts which are not specified with particularity, the Contractor shall, subject to the approval of the Inspector, have the right of selection provided that the construction so performed and the materials, equipment and parts so supplied and/or used are in accordance with normal marine building practice for the type and class of vessels covered by the contract, and provided that the specifications and drawings and all other contract requirements are fully complied with. The Inspector shall be the final judge of the quality, quantity and suitability of the workmanship, parts, materials, plant, machinery, apparatus, tools and equipment used in or for the purposes of the work and as to the meaning or interpretation of the specifications and drawings and his decision with regard to the foregoing matters, or any of them, shall be final and binding upon the Contractor. All orders, directions or instructions at any time given by the Inspector with respect to the work or the conduct or progress thereof or with respect to the parts, materials, plant, apparatus, machinery, tools or equipment used in or for the purposes of the work, shall be promptly and fully complied with by the Contractor.

1033 05 (06/91) Re-execution of Inferior Work

The Inspector may reject or refuse to accept or approve any part of the materials or work if, in his opinion, the same or any workmanship, parts or materials used in the manufacture or production thereof are not in accordance with the provisions of the contract. Her Majesty shall not be under any liability hereunder for any work done, materials or parts delivered or assembly made by the Contractor hereunder, unless and until the same shall have been approved by the Inspector as evidence by his certificate in writing. The Contractor shall forthwith replace or otherwise make good to the satisfaction of the Inspector any part of the materials or work which may have been rejected by the Inspector.

1033 06 (06/91) Economical Execution and Spoilage

1. The Contractor shall use its best efforts to launch, complete and equip the vessels as economically as possible and to avoid waste and shall, at all times, apply to the work under the contract, including the purchase and maintenance of inventories of materials and supplies therefor, and shall exercise in respect to the operations under the contract, the same care, skill and supervision as it would if it were constructing the vessels for its own account.
2. The Contractor shall avoid spoilage of materials but, up to the time of final acceptance by Her Majesty of the respective vessels, the cost of correction or replacement of rejected material and workmanship, the cost of rectifications required of component parts or completed vessels, and the cost of any repairs thereto occasioned by or in connection with the demonstration or test or trials thereof shall be part of the cost of the work under the contract and the Contractor shall be reimbursed therefor under and in accordance with the provisions hereof, unless the character and total value thereof shall, in the opinion of the Minister, clearly indicate gross mismanagement, wilful misconduct or lack of good faith on the part of the Contractor.

1033 07 (06/91) Provision of Facilities

Her Majesty reserves the right to furnish any material or components, or supplementary tools, machinery and equipment necessary for the performance of the contract, and the right to pay private or common carriers any and all freight charges on equipment, materials and component parts.

1033 08 (06/91) Discounts, etc.

The Contractor shall, as far as practicable, take all cash and trade discounts, rebates, credits, salvage, custom duty drawbacks, commissions and other allowances. In determining the actual net cost of articles and materials of every kind required for the performance of the contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, credits, salvage, custom duty drawbacks, commissions and other allowances as aforesaid. Such benefits lost through no fault or neglect on the part of the Contractor or lost through the fault of Her Majesty shall not be deducted from gross costs.

1033 09 (06/91) Suspension of Work and Changes in Specifications

The Minister may, at any time and from time to time, order a suspension of the work, in whole or in part, and may, from time to time, make modifications of, changes in or additions to the specifications, and all orders and directions given by the Minister with respect to the foregoing shall be complied with by the Contractor. The Contractor may, with the written approval of the Minister, make any such modifications, changes or additions to the specifications. Should any such suspension, modification, change or addition result in a material increase or decrease in the scope of the work, the Minister may make an adjustment in the Contractor's fee, and the Minister's decision as to the adjustment to be made shall be final.

1033 10 (06/91) Certificates Required

It shall be the duty of the Contractor, if so required by the Minister, to have the vessels classed and to obtain and deliver to the Inspector all necessary certificates to show the same to be in accordance with approved classification society's survey and/or any governmental requirements, and to provide any necessary documents for obtaining registration under the *Canada Shipping Act* and/or any other relevant statute. Certificates called for under the contract shall be handed over to the Inspector prior to final payment to the Contractor in respect of each vessel.

1033 11 (06/91) Warranty

Notwithstanding anything in the contract contained, the Contractor warrants and guarantees that the vessels as herein defined will be of first-class quality, materials and workmanship and fully in accordance with the specifications, said warranty and guarantee to continue for a period of twelve (12) months from and after delivery to and acceptance by the Minister of the respective vessels or such longer period as may be provided in the agreement. Such warranty shall apply against all defects of materials or workmanship and includes an undertaking that any part or parts of the vessels (excluding government issue) which may be found defective or with signs of weakness of undue wear within such period (owing to faulty materials or workmanship) shall be repaired or, at the Contractor's option, a new part or parts shall be furnished by the Contractor at the Contractor's shipyard without cost to Her Majesty or Her Majesty may repair or replace such defective part or parts and the Contractor will pay to Her Majesty the cost of such repair or new part or parts not exceeding, however, the cost of a new part or parts, FOB the Contractor's shipyard, provided, however, that notice of such defective part or parts and of the whereabouts of the vessel shall be given by Her Majesty to the Contractor within sixty (60) days following discovery of such defect.

1033 12 (06/91) Title to Vest in Her Majesty

The vessels and all materials and things acquired or intended for the purpose of the work around or about the premises where any part of the work is being carried on shall at all times be the property of Her Majesty (and, to such extent as may be required by the Inspector, shall be marked with or identified by a statement to that effect) and shall not be removed from the said premises without the written consent of the Minister or the Inspector provided, however, that all materials and things which are normally kept by the Contractor in its common stores for use in its general business shall be at the risk of the Contractor until withdrawn by the Contractor for use in the performance of the work under the contract.

1033 13 (06/91) Risk of Loss or Damage

1. Notwithstanding anything contained in section 12 of these supplemental conditions and/or any other provision of the contract, the Contractor shall bear and be subject to all risk of loss or damage of any nature whatsoever (except loss or damage the risk of which is assumed by Her Majesty as provided in subsection 3 of this section 13 and except as provided in section 6 of these supplemental conditions) of or to the work or any part thereof until delivery of the vessels and final acceptance of same pursuant to the provisions hereof. If any such loss or damage should occur prior to such delivery and final acceptance, the Contractor shall forthwith (unless otherwise directed by the Minister or the Inspector and subject to such conditions as the Minister or the Inspector may impose) at its own expense and without making any claim for reimbursement therefor, repair, restore and/or replace the work or the part thereof so lost or damaged.
2. The Contractor shall indemnify and save harmless Her Majesty and the Minister against and from any and all claims, damages, loss, costs and expenses (except claims, damages, loss, costs and expenses and risk of which is assumed by Her Majesty as provided in subsection (3) of this section 13 which Her Majesty and/or the Minister may, at any time or times, suffer or incur as a result of or arising out of any actual or alleged injury to persons (including injuries resulting in death) or damage to property which may be or be alleged to be caused by or suffered as a result of the carrying out of this contract or any part thereof, whether by the Contractor or by any subcontractor or assignee of the Contractor.
3. The Contractor shall not (except as and to the extent, if any, specifically required or permitted by the agreement), unless otherwise directed by the Minister, carry, or incur the expense of, any insurance on or in respect of the work. Her Majesty hereby assumes the same risk of loss of, damage to and liability in respect of the work (except to the extent, if any, to which the Contractor is for the time being directed or permitted hereunder to carry insurance) as would have been assumed by the underwriters if the work had been insured throughout the term of the contract for full value under the form of builders' risk policy set forth in standard form of Marine Builders' Risk Policy, forming part of the contract, but excluding therefrom the "Collision" and the "Protection and Indemnity" clauses.
4. The Contractor will promptly notify the Minister of any action, claim or demand instituted or made in respect of which the Contractor may be entitled to be indemnified by Her Majesty under the provisions of subsection 3 of this section 13, and shall furnish to the Minister the originals or true copies of all proceedings and papers received by the Contractor in respect of each such action, claim or demand, and shall, if hereunto requested by the Minister, authorize representatives of the Minister to settle or to direct or to take conduct of the defence of such action, claim or demand, and, in the absence of such request, the Contractor shall diligently proceed with such defence.
5. Her Majesty shall be entitled or subrogated to all rights and remedies of the Contractor and/or any subcontractor against third parties in respect of any loss or damage, the risk of which is assumed by Her Majesty hereunder, and the Contractor and/or the said subcontractors shall, at the expense of Her Majesty, do, concur in doing and permit to be done all such acts and things as may be necessary or as the Minister may direct or require for the purpose of enforcing such rights and remedies.
6. If the work or any part thereof shall be lost or damaged by reason of anything the risk whereof is assumed by Her Majesty hereunder, then the Contractor shall, if the Minister so directs, with all possible speed and with equivalent materials and workmanship, repair, rebuild or replace the same in the like state and condition in every respect as before the happening of the said loss or damage, and the reasonable and proper net cost of such repair, rebuilding or replacement (calculated and determined in accordance with the Contract Cost Principles, form DSS-MAS 1031-2, forming part of the contract) shall be paid or reimbursed to the Contractor as herein provided in respect of the cost of the work, and, in case such loss or damage shall have happened without the actual fault or privity

of the Contractor, Her Majesty will pay to the Contractor, in addition to such cost, a profit or fee in such amount as the Minister shall consider reasonable, having regard to all the circumstances.

7. The term "work" and other words relative thereto, or of like "import", wherever used in this section, shall be deemed to include government issue and any other property owned by Her Majesty which for the purposes of the contract is in the Contractor's possession or subject to the Contractor's control.

1033 14 (06/91) Amendment to General Conditions

For the purposes of the contract, the words "for a period of thirty (30) days" are hereby added after the word "default" in the first line of subsection 24 (1) of General Conditions DSS-MAS 1026B.

1033 15 (06/91) Accommodation for Inspector

The Contractor shall provide for the Inspector and any supervisory or other staff employed by Her Majesty, such office space, office facilities, telephone service and suitable sanitary and washing facilities as the Inspector or the Minister may reasonably require from time to time at the Contractor's shipyard. Such staff may, if required by the Inspector, include the ship's company standing by the vessels during the last stages of completion.

1033 16 (06/91) Launching

1. The Contractor shall launch the vessels safely. Launching calculations shall be made available for inspection by the Inspector and, in the following circumstances, shall also be submitted by the Contractor through the Inspector to the owner department:
- (a) if the Contractor shall not have previously built and launched a vessel of the same class at its shipyard; or
 - (b) if the Contractor is directed by the owner department to submit such calculations.
2. Neither the submission of launching calculations to the Inspector or to the owner department nor concurrence therein by the Inspector or the owner department shall be deemed to be concurrence by Her Majesty in the adequacy of such calculations.

1033 17 (06/91) Public Ceremonies

The Contractor shall not allow any public ceremony in connection with the work without having previously obtained the written approval of the Minister. Any ceremony approved by the Minister shall be conducted by the Contractor in accordance with the instructions of the Minister and/or the Inspector.

1033 18 (06/91) Berthing of Vessel

After the launching or floating out of dock of the vessel, the vessel, while receiving her machinery or being completed, shall be placed by the Contractor in a suitable berth where the vessel cannot touch the ground at any time, unless prior approval shall have been obtained by the Contractor from the Inspector for the use of a particular berth where the vessel may touch bottom. No berth shall be considered a suitable berth unless prior approval thereof, having regard to the size of the vessel, shall have been received from the Inspector.

1033 19 (06/91) Dry Docking of Vessel

In addition to any dry-docking by the Contractor for the completion of the vessel and for tests and trials, the vessel shall be dry-docked for survey at any time if required by the Minister or the Inspector.

1033 20 (06/91) Commissioning of Vessel

Her Majesty may commission the vessel before or during trials and shall not, by reason thereof, be deemed to have accepted the vessel.

1033 21 (06/91) Storage of Materials, Components, etc.

1. The Contractor shall supply suitable warehouse accommodation for the storage of all materials, components and equipment regardless of the source of supply thereof, for such length of time as the Minister may direct.
2. Without limiting the Contractor's responsibility, as provided in the contract, for the care of materials, components and equipment in its custody or control, the Contractor shall carry out such maintenance, care, minor repairs, calibration, adjustment, handling, embarking, loading, care after loading and similar duties in respect of materials, components and equipment in the custody or control of the Contractor or of the Inspector, as the Minister or the Inspector may from time to time direct.

1033 22 (06/91) Drawings

All drawings and copies of drawings which have been prepared by the Contractor pursuant to the contract or furnished to the Contractor by Her Majesty, shall be sole property of Her Majesty and may be used as Her Majesty sees fit.

1033 23 (06/91) Trials of Vessel

1. Each vessel shall, before delivery, be subjected to such trials as are required by the specifications. Delivery of a vessel shall not be complete until after such trials shall have been made to the satisfaction of the Inspector and in accordance with such instructions as may be given to the Contractor in writing by the Minister or the Inspector.
2. The Contractor shall be in charge of the vessel, including the machinery and the electrical installations thereof, and shall provide the staff for navigating the vessel and for the operation of the machinery and the electrical installation at all times during trials and until the vessel is accepted by Her Majesty.
3. During sea trials, the vessel shall be commanded by a Master employed by the Contractor after such Master shall have been approved by the owner department.
4. The vessel shall not move to open water for trials without the written consent of the Inspector.
5. The owner department may place a reasonable number of its naval officers and men, including civilian personnel, on board the vessel during the period of trials and, regardless of their duties, they shall have access to any part of the vessel. The owner department shall designate one of such personnel (who may or may not be the Inspector) to be the owner department representative, and the Contractor shall appoint one of its personnel to be its senior representative. All owner

department personnel will observe the manner in which the Contractor conducts the trials and in the event of danger to the ship or its machinery or equipment or to life and property, they will report to the Contractor's senior representative and to the owner department representative. The Contractor shall comply with any instructions which may be given by the owner department representative to the Contractor's senior representative in respect of safety measures to counteract such danger.

1036 00 (16/02/98) Research and Development

Public Works and Government Canada

- 01 Interpretation
- 02 Conduct of the Work
- 03 Ownership of Designs, Reports, Property, etc.
- 04 Inventions, Ownership of
- 05 Officers, Employees, Agents and Subcontractors
- 06 Patents and Royalties

1036 01 (06/91) Interpretation

1. Unless the context otherwise requires,

"the General Conditions" means General Conditions DSS-MAS 1026 forming part of the contract;

"Work" includes engineering investigations, tests, designs, technical reports, drawings, plans, specifications, models, prototypes, patterns, and samples procured, made or prepared for the purposes of the contract;

"Project Officer" means the person or persons (if any) designated as such in the agreement and/or any person or persons for the time being authorized to act on behalf of Her Majesty or the Minister as the Project Officer under the contract.

2. These supplemental conditions shall be read with the General Conditions provided that, in the event of any inconsistencies between the provisions of the General Conditions and of these supplemental conditions, the latter shall prevail.

1036 02 (06/91) Conduct of the Work

The Contractor shall carry out the work to the satisfaction of the Project Officer and shall comply with all instructions and directions which may, from time to time, be given by the Minister or the Project Officer with respect to the work or the conduct or progress thereof.

1036 03 (06/91) Ownership of Designs, Reports, Property, etc.

All designs, technical reports, photographs, drawings, plans, specifications, models, prototypes, patterns, and samples produced by the Contractor in the performance of the work shall vest in and remain the property of Her Majesty. All other property produced or acquired by the Contractor in any manner in connection with the work and the cost of which is paid by Her Majesty shall vest in and remain the property of Her Majesty. The Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

1036 04 (06/91) Ownership of Inventions

Unless otherwise provided in the contract, all technical information, inventions, methods and processes conceived or developed or first actually reduced to practice in carrying out the contract shall be the property of Her Majesty and shall be fully and promptly disclosed in writing to Her Majesty by the Contractor. The Contractor shall have no rights in and to the same, except such rights therein as may be granted by Her Majesty, and shall not apply for any patent in regard thereto without Her Majesty's written consent. The Contractor shall not, without the written consent of Her Majesty, divulge or use such technical information, inventions, methods, and processes other than in the carrying out of the work and, in particular, shall not sell, other than to Her Majesty, any articles or things embodying such technical information, inventions, methods, and processes or grant any license to manufacture such articles or things without the written consent of Her Majesty.

1036 05 (06/91) Officers, Employees, Agents, and Subcontractors

The Contractor shall take every reasonable measure and precaution to ensure that its officers, employees, agents, and subcontractors shall be bound to observe the provisions of these Supplemental General Conditions. Without limiting the generality of the foregoing, the contractors shall include in any subcontract

hereunder clauses similar to these Supplemental General Conditions in terms not less favourable to Her Majesty than the terms of these Supplemental General Conditions. The Contractor shall execute such documents and do such other acts and things as the Minister shall direct to fulfil the purposes of this section.

1036 06 (06/91) Patents and Royalties

1. The Contractor shall forthwith notify the Minister of all royalties which the Contractor or any of its subcontractors will or may be obligated to pay or proposes to pay for or in respect of the carrying out of the contract, and the basis thereof, and the parties to whom the same are payable, and shall, from time to time, promptly advise the Minister of any and all claims or arrangements made or proposed which would or might result in further or different payments by way of royalties being made by the Contractor or any of its subcontractors.
2. The Contractor shall not pay, and shall direct its subcontractors not to pay, any royalties in respect of the carrying out of the contract except with the consent in writing of the Minister and subject to such conditions as the Minister may impose.
3. Subject to compliance by the Contractor with the foregoing provisions, Her Majesty shall relieve and indemnify the Contractor from and against all claims, actions, or proceedings for payment of such royalties in cases where the Minister withholds such consent.

SUPPLEMENTAL GENERAL CONDITIONS

DSS-MAS 9072A

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00

PURCHASE OF EDP SYSTEMS, DEVICES
AND COMPONENTS - FIRM PRICE

Supply and Services Canada

- 01 Interpretation
- 02 Conduct of the Work
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- 04 Inspection
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- 06 Acceptance
- 07 Title
- 08 Warranty
- 09 Disputes
- 10 Site Preparation
- 11 Inventions, Copyrights and Designs
- 12 Conditions Precedent to Payment

9072A

01

INTERPRETATION

(1) In the Contract:

(a) "acceptance" means the Work has been completed in accordance with the Contract, and that the equipment has successfully passed inspection, equipment check, any acceptance tests specified in the Contract and has achieved the specified availability level;

(b) "data processing component" is synonymous with "component" and means a part or sub-assembly which is an integral part of a data processing device and which is capable of operating in the manner described in the specifications, or where the specifications do not describe the manner in which the component is to operate, is capable of operating in the manner described in the Contractor's specification in effect on the Contract date;

(c) "data processing device" is synonymous with "device" and means an item of hardware which is capable of performing a function or activity, which may stand alone or be housed in common with, or be connected to, other parts of a data processing system, and which is capable of operating in the manner described in the specifications, or where specifications do not describe the manner in which the component is to operate, is capable of operating in the manner described in the Contractor's specifications in effect on the Contract date;

(d) "data processing system" is synonymous with "system" and means a series of interconnected devices together with computer programs, all as listed in the Contract as forming the system and which, unless otherwise specified in the Contract, shall be furnished by the Contractor and capable of processing data by accepting data, performing prescribed operations on the data and supplying the results, all as specified in the Contract;

(e) "documentation" means visually recorded information relating to the equipment and to the programs referred to in the Contract;

(f) "downtime" means:

(i) in the case of a system, the hours or part thereof during which the system is not available for use due to a cause within the system, or

(ii) in the case of a device, the hours or part thereof during which the device is not available for use due to a malfunction in the device;

and downtime commences when the Minister signifies to the Contractor that the system or device is not available for use and ceases when the Contractor signifies to the Minister that the cause or malfunction has been corrected and the system or device is available for use;

(g) "equipment" is an all inclusive term which refers to individual devices or components, or to the system specified in the contract and replaces the

definition of equipment specified in paragraph 1.(1) (g) of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A;

(h) "equipment check" means that the Contractor has certified that the devices and any interconnections have passed his normal diagnostic tests and are in operating condition;

(i) "medium" means decks of punched cards, magnetic or other tapes, magnetic disk, or other material or configurations thereof on which data or computer programs in machine-readable form are recorded;

(j) "operational use hours" means:

(i) in the case of a system, the hours or part thereof during which the system is processing data, or

(ii) in the case of a device, the hours or part thereof during which the device is performing its function or activity;

(k) "ready for use" means that, and occurs on the date that, the equipment has been delivered, installed, connected, successfully passed inspection, equipment check, and any acceptance tests specified in the Contract and is ready for Government availability level testing.

9072A

02

CONDUCT OF THE WORK

This section replaces section 4 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) The Contractor shall:

(a) carry out the work diligently so that responsible progress is made in performing the Contract and provide effective supervision and inspection thereof;

(b) ensure that the Work is of good quality and in full conformity with the Contract; and

(c) apply such quality assurance tests, inspections, controls and other tests as he normally applies in similar work.

(2) The Contractor acknowledges that the Minister wishes to maintain maximum flexibility in acquiring equipment, data processing supplies, programs and services, and the Contractor agrees not to include any feature in the Work, the sole purpose of which is to prevent the Minister from contracting through competition.

(3) Notwithstanding the provisions of section 4 of these Supplemental General Conditions, the Minister may observe and review the conduct of the Work at all

reasonable times.

9072A 03 DOCUMENTATION AND PROGRAMS

(1) The Contractor shall furnish to Her Majesty, as a minimum, the same documentation as it provides to other purchasers of similar work, as and when required by the Minister and shall include all amendments, revisions and adjustments to the date of acceptance.

(2) Notwithstanding subsection 3(1) of these Supplemental General Conditions, all documentation shall contain enough details to use, maintain, test, check and modify the computer programs and to operate the equipment.

(3) All computer programs and program amendments (hereinafter called "release" or "releases") shall be supplied on the Contractor's normal medium.

(4) The Contractor shall furnish to Her Majesty the latest release of all computer programs specified in the Contract up to the date of acceptance. However, any release issued subsequent to the date of the Contractor's offer, or after the completion of any preaward benchmark tests, whichever is later, will be installed in the system pursuant to section 19 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A if mutually agreed between the parties.

(5) After acceptance, the Contractor shall offer to furnish and install all computer programs and releases under terms and conditions no less favourable to Her Majesty than those the Contractor normally offers to purchasers of similar work.

(6) In the event of termination nor nonacceptance of the Work, the Minister shall, upon request of the Contractor, return or certify the destruction of documentation, computer programs or releases, title to which does not vest in Her Majesty.

9072A 04 INSPECTION

This section replaces section 6 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) The Minister shall have such access to the Work for inspection purposes and such rights of inspection as are specified in the contract. The Contractor shall give notice to the Minister when the Work is ready for inspection. Upon the giving of the notice, the Minister shall promptly inspect the Work mentioned in the notice. No in-plant inspection by the Government will be required of the manufacturing process for commercially available products as set out in the Contract.

(2) Where the Minister inspects any work at any time prior to acceptance and the Work is not in accordance with the requirements of the Contract, the Minister may give notice to the Contractor that the Work is rejected, and, upon the giving of the notice, the Contractor shall promptly repair or replace the Work at his expense.

(3) All repaired or replaced work is subject to further inspection by the Minister and subject to the provisions of section 4 of these Supplemental General Conditions.

(4) If the Work is not in accordance with the requirements of the Contract, and the Minister has given notice pursuant to subsection 4(2) of these Supplemental General Conditions and the Contractor fails to promptly repair or replace the work, the Minister may terminate the contract pursuant to section 21 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(5) The Contractor may, within ten (10) working days of the giving of notice by the Minister, notify the Minister of any objection to the Minister's rejection of the Work, failing which, the Contractor shall be deemed to have accepted the Minister's rejection.

(6) Inspection by the Minister shall not relieve the Contractor from its obligation to conform fully with the requirements of the Contract.

9072A 05 AVAILABILITY LEVEL

(1) At any time prior to the ready-for-use date, the Minister may, with the Contractor's consent, make operational use of the equipment without prejudice to any other rights under the Contract.

(2) When the equipment is ready for use, the Contractor shall promptly give notice to the Minister. Upon the giving of the notice, or promptly following the ready-for-use date specified in the Contract, whichever is later, the Minister may subject the equipment to availability level testing. The Minister shall have access to the equipment and shall have the right to make unrestricted operational use of it without prejudice to any other rights under the Contract provided, however, the Contractor shall, at all times prior to acceptance, have a prior right of access to the equipment and a prior right to use the equipment in order to maintain the equipment and to fulfill the requirements of the Contract.

(3) All systems or devices must achieve a minimum of ninety-five per cent (95%) availability level for thirty (30) consecutive calendar days. All operational use hours shall be included in determining the availability level. Availability level shall be calculated as follows:

$$\frac{\text{operational use hours}}{\text{operational use hours} + \text{downtime}} \times 100\%$$

The thirty (30)-day availability level must be achieved within one hundred and eighty (180) consecutive calendar days of the first full day after ready-for-use date.

(4) All equipment shall be deemed to have achieved the availability level on the

day of completion of any thirty (30) consecutive calendar day period during which an availability level as specified in subsection 5(3) of these Supplemental General Conditions is achieved.

(5) If the equipment is available to Her Majesty for a minimum of one hundred (100) operational use hours during a period of thirty (30) consecutive days within the 180-day period referred to in subsection 5(3) of these Supplemental General Conditions and Her Majesty fails to make operational use of the equipment for at least such minimum hours, then the availability level shall be deemed to have been achieved.

(6) If, due to a power failure or other events beyond the control of the party or parties conducting an availability level test, which event prevents the normal functioning of the equipment being tested, the test may, at the option of the party or parties conducting the test, be temporarily suspended. The time limits referred to above shall in such cases be extended by the number of calendar days lost due to the suspension.

9072A 06 ACCEPTANCE

This section replaces section 7 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) The date of acceptance shall be evidenced by a notice from the Minister to the Contractor.

(2) Acceptance of part of the Work shall not constitute acceptance of the whole of the Work.

9072A 07 TITLE

This section replaces section 7 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) Except as provided in subsection 7(2) of these Supplemental General Conditions, title to the Work furnished to Her Majesty, including computer program media, shall vest in Her Majesty upon acceptance.

(2) Subject to the provisions of subsections 11(1) and 11(2) of these Supplemental General Conditions, title to computer programs and releases does not vest in Her Majesty, but unless otherwise stated in the Contract, Her Majesty may retain and use all computer programs and releases furnished under the Contract.

9072A 08 WARRANTY

This section replaces section 8 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) Notwithstanding prior acceptance of the Work, and without restricting any other

term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of one (1) year, commencing on the first day of the thirty (30) consecutive calendar-day period in which the availability level is achieved, equipment, including limited life components, shall be free of defects in materials and workmanship, and other defects which cause repeated abnormal failure or malfunction, and that computer programs shall operate as specified in the Contract, or if not specified, in accordance with the Contractor's specifications provided that if there is no availability level test the warranty period shall commence on the date of acceptance.

(2) During the warranty period, the Minister shall promptly notify the Contractor of any claim under warranty. Upon receipt of the claim, the Contractor shall take prompt action, at no cost to Her Majesty, to correct the defect specified in the claim and warranted in subsection 8(1) of these Supplemental General Conditions. The Contractor shall be allowed a reasonable period of time not to exceed thirty (30) consecutive calendar days in which to correct a defect by repair or replacement, provided, however, that if the Contractor is unable to correct the defect within such period of time, the Contractor shall, on the written request of the Minister, unless otherwise specified in the Contract, provide alternate compatible equipment. All replaced equipment which is removed becomes the property of the Contractor. Any such replacement equipment shall be warranted for the balance of the original warranty period.

(3) If the Contractor fails to perform its obligation under subsection 8(2) of these Supplemental General Conditions within the time allowed, the Minister may correct, or have corrected the said defective equipment at the Contractor's expense.

(4) This warranty shall not apply to a defect which results from negligence of Her Majesty, failure of electric power or air conditioning or humidity control to perform in accordance with site preparation specifications, failure by Her Majesty to properly maintain the equipment, in accordance with the Contractor's furnished specification or an alteration to the equipment made by other than the Contractor or from the use by the Government of supplies or materials that do not conform to the Contractor's specifications. The Contractor shall be provided reasonable access to the equipment in order to perform its obligations under this warranty.

9072A 09 DISPUTES

(1) Pending resolution of any dispute, the Contractor shall, if directed by the Minister, continue with the Work.

9072A 10 SITE PREPARATION

(1) Where the Contract contains site specifications provided by the Contractor, which require the Crown to prepare a site for the Work, the Crown shall prepare the site at its own expense pursuant to the specifications prior to the date specified in the Contract for delivery of the Work. The Contractor warrants that if the site is prepared and maintained in conformity with the site specifications, the

resultant environment will permit the operation of the equipment in conformity with the specification and it will be maintainable.

(2) The Minister shall give notice to the Contractor when the site is prepared. The Contractor shall promptly inspect the site and shall advise the Minister of the dates of the inspection, any rejections, and the reasons therefor and the final inspection and acceptance specifications. Inspection by the Contractor shall not relieve the Minister from his obligations to fully conform with the requirements of the site specifications.

(3) Any alterations or modifications in site preparation which are attributable to incomplete or erroneous specifications provided by the Contractor, which would involve additional expenses to the Government, shall be made at the expense of the Contractor.

9072A 11 INVENTIONS, COPYRIGHTS AND DESIGNS

This section replaces section 17 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) Her Majesty agrees to indemnify the Contractor for expenses that the Contractor sustains as a result of any claim or proceeding based upon the use, by the Contractor in performing the Contract, of any patented invention, copyright work or registered and industrial design:

(a) embodied in equipment furnished to the Contractor as government issue; or

(b) resulting from the Contractor complying with production drawings not prepared by the Contractor and supplied by the Minister, which direct an alteration of or modification to the Work.

(2) The Contractor agrees to indemnify Her Majesty against claims, actions and proceedings based upon the use of any invention claimed in a patent that is made in connection with the carrying out of the Contract and in respect to the use of or disposal by Her Majesty of articles or supplies furnished pursuant to the Contract.

(3) In the event that a public servant, and an employee, agent or representative of the Contractor together make an invention or produce anything that is proper subject matter for copyright protection in carrying out the Work, the invention and copyright shall vest in Her Majesty, but the Contractor shall have the royalty-free right to use and to permit subcontractors to use the invention and copyright.

(4) Where the Contract requires the Contractor to develop equipment, programs or both, all designs, programs, technical information, inventions first conceived, developed, produced or actually reduced to practice by the Contractor in the performance of that part of the Work shall vest in Her Majesty. The Contractor shall promptly disclose in writing these designs, programs and inventions to the Minister and, shall not, without the written consent of the Minister, divulge or use them other than in performing the Contract.

9072A

12

CONDITIONS PRECEDENT TO PAYMENT

This section replaces section 10 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A.

(1) Provided that the Contractor is not in default under section 21 of General Conditions DSS-MAS 1026-S100A or DSS-MAS 1026A, payments, as specified in the Contract, shall be made promptly to the Contractor when the following conditions are met:

- (a) acceptance of the Work for which payment is being claimed has occurred; and
- (b) all invoices and other documents specified in the contract relating to payment under the Contract are submitted to and certified by the Minister; and
- (c) the Contractor, if required to do so, certifies that he has no knowledge of any lien, attachment, charge, encumbrance or claim of a similar nature affecting all the Work in respect of which payment is being claimed.

9329-4 00 RESEARCH AND DEVELOPMENT

Supply and Services Canada

- 01 Interpretation
- 02 Authorities and Designations
- 03 Subcontracting
- 04 Conduct of the Work
- 05 Inspection and Acceptance
- 06 Ownership of Technical Documentation and Prototypes
- 07 Ownership of Inventions and Technical Information
- 08 Warranty

9329-4

01

INTERPRETATION

(1) Unless the context otherwise requires:

- (a) "General Conditions" means basic general conditions for Department of Supply and Services contracts, Long Form, DSS-MAS 9329-1;
- (b) "Deliverables" means any Technical Documentation, Technical Information, Prototypes, things or services expressly required to be furnished or rendered by the Contractor in order to carry out its obligations under the Contract;
- (c) "Invention" means any new and useful art, process, methodology, technique, machine, manufacture or composition of matter, or any new and useful improvement thereof, whether or not patentable;
- (d) "Prototypes" means any item designated as such in the Contract and includes models, patterns, and samples;
- (e) "Technical Documentation" means any and all recorded information of a scientific or technical nature relating to the Work, and includes all designs, technical reports, photographs, drawings, plans, specifications, and computer software, whether susceptible to copyright or not;
- (f) "Technical Information" means any and all information of a scientific or technical nature relating to the Work, including experimental and test data, techniques, methods, processes, know-how, magnetic tape, computer memory printouts, or data retained in computer memory, designs, technical reports, photographs, drawings, plans, specifications, models, prototypes, patterns, samples, and any other technical data in whatever form presented and whether or not susceptible to copyright.

(2) These supplemental conditions shall be read with the General Conditions, provided that in the event of any inconsistency between the General Conditions and these supplemental conditions, these supplemental conditions shall prevail.

9329-4

02

AUTHORITIES AND DESIGNATIONS

The following provision replaces that contained in section 2 of the General Conditions - Long Form:

- (a) "Contracting Authority" means the contracting officer designated in the Contract to act as the representative of the Minister of Supply and Services. The Contracting Authority is responsible for the management of the Contract. Any changes to the Contract must be authorized by a formal amendment to the Contract issued by the Contracting Authority. The Contractor shall not, based on verbal or written requests or instructions from any government personnel other than the Contracting Authority, perform any work in excess of, or outside the scope of the Contract.

9329-4

03

SUBCONTRACTING

The following provisions replace those contained in section 6 of the General Conditions - Long Form:

(a) In this section, "Subcontracting" means the process whereby a contractor (the prime contractor) enters into a contract with another contractor (the subcontractor) to carry out a portion of the Work which the prime contractor had contracted to carry out.

(b) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to the subcontracting of any portion of the Work. Any consent to a subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing the establishment of any liability whatsoever on the part of Canada or the Minister to a subcontractor.

(c) In any subcontract, other than a subcontract referred to in subparagraph (d)(i), the Contractor agrees to bind the subcontractor by terms and conditions similar to and, in the opinion of the Minister, not less favourable to Canada than the Contract, to the extent they are applicable to the Work subcontracted, unless the Minister otherwise consents.

(d) Notwithstanding paragraph (b), the Contractor may, without prior consent of the Minister:

(i) purchase "off the shelf" items and such standard articles and materials as are ordinarily manufactured or produced by mills and manufacturers in the normal course of business;

(ii) subcontract for the provision of services as are ordinarily performed by suppliers of such services in their normal course of business;

(iii) subcontract any of the Work, to any one subcontractor, up to a value in the aggregate of:

- 50 percent for contracts valued up to \$100,000, or

- 10 percent of the value of the contract, to a maximum of \$100,000 for contracts valued in excess of \$100,000

(iv) authorize its first and subsequent tier subcontractors to make purchases or subcontract as permitted in subparagraphs (i) through (iii).

(e) The Contractor is not obliged to seek consent to subcontracts referenced in the Contract.

9329-4 04 CONDUCT OF THE WORK

The following provisions replace those of section 8 of the General Conditions - Long Form:

- (a) The Contractor represents that it is competent to perform the Work and that it has the necessary qualifications, including knowledge and skill, with the ability to use them effectively in performing the Work.
- (b) The Contractor undertakes to perform the Work in a conscientious, diligent and efficient manner and to provide a quality of service at least equal to that which contractors generally would expect of a like contractor in a like situation.
- (c) Unless the Minister orders a suspension of the Work or part thereof pursuant to the section of the General Conditions entitled "Suspension of the Work", the Contractor shall neither stop nor suspend the Work pending the settlement or determination of any differences arising out of the Contract.

9329-4 05 INSPECTION AND ACCEPTANCE

The following provisions replace those of section 13 of the General Conditions - Long Form:

- (a) The Contracting Authority and the Scientific Authority shall have access at all reasonable times to the Work and to the premises where any part of the Work is being performed, and may make such examinations and tests of the Work as the Contracting Authority or Scientific Authority may think fit. The Contractor shall provide all assistance which the Contracting Authority or Scientific Authority may reasonably require for such examinations or tests of the Work.
- (b) The Contractor shall notify the Contracting Authority and the Scientific Authority prior to conducting any critical tests, trials or examinations of the Work required under the Contract, as to the specific time and location of such test, trial or examination.
- (c) All the Deliverables furnished or rendered under the Contract shall be subject to inspection by the Scientific Authority prior to acceptance. Where a Deliverable, or any portion thereof, is not in accordance with the requirements of the Contract, then the Scientific Authority shall have the right to reject it or require its correction.
- (d) The Contractor shall adhere to the Scientific Authority's interpretation of the Work Statement set out in the Contract insofar as such interpretation is not contradictory to the wording of the Work Statement.
- (e) Inspection or acceptance shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

(f) For purposes of contracts for the Department of National Defence, Inspection Authority includes quality assurance authority.

9329-4 06 OWNERSHIP OF TECHNICAL DOCUMENTATION

The following provisions replace those of sections 22 and 23 of the General Conditions - Long Form, as appropriate:

(a) Ownership of all Technical Documentation and Prototypes produced by the Contractor in the performance of the Work under the Contract shall, at the time of such production, vest and remain in Canada, and the Contractor shall account fully to the Minister in respect of the foregoing in such a manner as the Minister shall direct.

(b) All Technical Documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR) AS REPRESENTED BY THE MINISTER OF (INSERT NAME OF THE GOVERNMENT DEPARTMENT OR AGENCY FOR WHICH THE WORK IS BEING PERFORMED).

9329-4 07 OWNERSHIP OF INVENTIONS AND TECHNICAL INFORMATION

The following provisions replace those of sections 22 and 23 of the General Conditions - Long Form, as appropriate:

(a) Ownership of all Technical Information and Inventions conceived or developed or first actually reduced to practice in the performance of the Work, when conceived, vests and remains in Canada. Unless otherwise specified in the Contract, the Contractor shall not at any time divulge or use such Technical Information and Inventions other than in performing the Work, and shall not sell, other than to Canada, any Technical Documentation, articles or things embodying such Inventions or Technical Information.

(b) The Contractor agrees to:

(i) establish and maintain active and effective procedures, including the maintenance of records reasonably necessary to document the conception and the development of Inventions, to ensure that any and all Inventions arising during the course of the Work are properly identified and timely disclosed to Canada; and

(ii) forward immediately, in writing, all disclosures of Inventions and Technical Information to the Minister in a form satisfactory to the Minister.

(c) Before or after final payment pursuant to the Contract, the Minister

shall have the right to examine all books, records, documents and other supporting data of the Contractor which the Minister deems pertinent to the discovery or identification of Inventions and Technical Information arising in the course of the Work performed under the Contract or to the determination of compliance with the requirements of the Contract.

(d) The Contractor shall, at Canada's expense, afford the Minister and the Scientific Authority all reasonable assistance in the prosecution of any patent application or copyright registration which either of them may undertake with respect to the Work, including access to the inventor in the case of Inventions.

(e) The Contractor shall, upon the written request of the Minister, furnish all related logistic support and life cycle support data relating to the Work, including lists of suppliers, vendor part numbers, and related drawings, and shall exercise its best efforts to do so at no extra cost to Canada.

9329-4

08

WARRANTY

The following provisions replace those of section 29 of the General Conditions - Long Form:

(a) Unless otherwise provided in the Contract and notwithstanding prior inspection and acceptance of any Prototypes by Canada and without restricting any other terms of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that for a period of twelve (12) months from the date of delivery, such Prototypes shall be free from all defects in material and workmanship and in conformance with the requirements of the Contract provided that with respect to Crown property furnished by Canada, the Contractor's warranty shall only extend to its proper installation in the Prototypes.

(b) In the event of a breach of the Contractor's warranty in paragraph (a) on the request of the Minister to do so, the Contractor shall redo, correct or make good, at its own option and expense, the Prototype found to be defective or in non-conformance with the requirements of the Contract.

(c) The Prototype found to be defective or non-conforming shall be returned to the Contractor's plant for redoing, correction or making good provided, however, that when in the opinion of the Minister it is not expedient to remove the defective or non-conforming Prototype from its location, the Contractor shall carry out the necessary correction or making good of the Prototype at the location specified by the Contracting Authority, and shall be paid the fair and reasonable costs (including reasonable travelling and living expenses) incurred in so doing with no allowance thereon by way of profit, less a sum equivalent to the costs of correcting or making good the Prototype had it been corrected or made good at the Contractor's plant.

(d) In the event that a warranty of a supplier to the Contractor is for a time

period less than the time period stated in paragraph (a), then, unless the Contractor advised the Minister and the Scientific Authority in writing prior to acceptance, the above warranty period shall apply.

Remarks: Use DSS-MAS 9601-1 with DSS-MAS 9601 or DSS 9601-10 for purchase or lease of hardware. If any software is to be delivered under the Contract, including any software necessary to run the hardware, DSS 9601-3 and DSS 9601-4 must also form part of the Contract. Other supplemental general conditions should also be incorporated if applicable.

9601-1 00 (24/05/02) Hardware Purchase or Lease

Public Works and Government Services Canada

PART I - CONDITIONS COMMON TO LEASE AND PURCHASE

- 01 Interpretation
- 02 Site Preparation
- 03 Transportation and Installation
- 04 Certification of Electrical Equipment
- 05 Hardware Documentation
- 06 Availability-Level Test
- 07 Acceptance
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- 19 Right to Withhold Lease Payments

PART I - CONDITIONS COMMON TO LEASE AND PURCHASE

9601-1 01 (31/03/95) Interpretation

1. In the Contract, unless the context otherwise requires,

"Availability-level Test" means the 30-day minimum Availability-level Test set out in subsections 5 and 6 of section 06 (Availability-level Test) or, where the Parties have agreed on an alternate test, the 30-day minimum availability-level test set out or referred to elsewhere in the Contract;

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601, or General Conditions - Medium Form, DSS-MAS 9601-10, whichever forms part of the Contract;

"Hardware" means the whole of the equipment, materials, matters and things to be furnished by the Contractor to Canada under the Contract, and includes firmware, if any, as described in section 10 (Firmware), but does not include software or services;

"Hardware Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be furnished by the Contractor to Canada under the Contract for use with the Hardware, whether that material is to be supplied in printed form or on magnetic tape, disk or other media;

"Ready for Use", in relation to the Hardware, means that the Hardware has been delivered, installed and connected, has successfully passed the Contractor's normal diagnostic tests and inspection by the Inspection Authority and is ready for Availability-level Testing by Canada and for any additional acceptance testing required under the Contract.

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
4. Part I of these Supplemental General Conditions applies to the relationship between the Parties with respect to the purchase or lease of Hardware.
5. Part II of these Supplemental General Conditions applies only to the relationship between the Parties with respect to the purchase of Hardware.
6. Part III of these Supplemental General Conditions applies only to the relationship between the Parties with respect to the lease of Hardware.
7. The sections of the General Conditions entitled "Title" and "Warranty" do not apply to the Hardware. The title and warranty provisions contained in these Supplemental General Conditions apply in place of those sections.

9601-1 02 (01/12/92) Site Preparation

1. Except where the Contract provides otherwise, Canada shall prepare the installation site for the Hardware at Canada's own expense in accordance with the site preparation specifications provided by the Contractor.
2. If the site specifications are not contained in the Contract, and if no date is specified in the Contract for delivery of those specifications to Canada, the Contractor shall deliver those specifications to

Canada forthwith following execution of the Contract or, where delivery of the Hardware is to occur more than 30 days after execution of the Contract, at any time prior to the 30th day before the date specified in the Contract for delivery of the Hardware. Unless otherwise agreed in writing between the Parties, Canada shall complete preparation of the site prior to the date specified for delivery of the Hardware.

3. Canada shall give notice to the Contractor when the site is prepared, after which the Contractor shall promptly inspect the site and advise the Contracting Authority and the Technical Authority of the results of the inspection. Inspection by the Contractor shall not relieve Canada of Canada's obligation to meet the requirements of the site specifications.
4. The Contractor shall be solely responsible for additional expenses incurred by Canada resulting from necessary alterations or modifications to a site prepared pursuant to the specifications provided by the Contractor when the alterations or modifications are attributable to incomplete or erroneous specifications.
5. If the site is not prepared by Canada in accordance with the site preparation specifications within the time specified in the Contract, and if the delay is for reasons other than an act in Canada's sovereign capacity or the occurrence of an event of force majeure or of any other event reasonably beyond Canada's control, then the Contractor shall be entitled to be paid its additional costs reasonably and properly incurred as a direct result of the delay.
6. The Contractor warrants that, if the site is prepared and maintained in conformity with the site preparation specifications, the resultant environment will permit the operation of the Hardware in conformity with the Specifications.

9601-1 03 (01/12/92) Transportation and Installation

1. The Contractor shall arrange for all necessary transportation, rigging and drayage in connection with delivery of the Hardware to the installation site specified in the Contract. Unless otherwise indicated in the Contract, all costs of such transportation, rigging and drayage are included in the Contract Price.
2. If the Contractor is to install the Hardware pursuant to the Contract, the Contractor shall, at no additional cost to Canada:
 - (a) provide all necessary moving and installation resources, including, where applicable, cranes;
 - (b) uncrate, unpack, assemble, integrate and interconnect the Hardware at the installation site; and
 - (c) connect the Hardware to the specified power and, where applicable, water outlets, and provide all necessary cabling and piping to do so.

9601-1 04 (24/05/02) Certification of Electrical Equipment

1. The Contractor shall ensure that, prior to delivery to the installation site, all electrical equipment to be furnished under the Contract is either:
 - (a) certified by an organization accredited by the Standards Council of Canada in accordance with the requirements of the Canadian Electrical Code, Part I; or

- (b) specially inspected by an organization acceptable to the Chief Electrical Inspector in the province, territory or city or where the electrical equipment is to be installed and operated.

9601-1 05 (01/12/92) Hardware Documentation

1. Except where otherwise provided in the Contract, the Contractor shall furnish to Canada the same Hardware Documentation as it provides to other purchasers of similar hardware, and shall include all amendments, revisions and adjustments thereto to the date of delivery of the Hardware.
2. Notwithstanding subsection 1, the Contractor represents and warrants that the Hardware Documentation delivered to Canada with the Hardware shall contain sufficient detail to permit Canada to operate, test and use all functions of the Hardware. If the Contract requires the Contractor to furnish maintenance documentation, then the Hardware Documentation shall also contain sufficient detail to permit Canada, or an authorized third party acting on behalf of Canada, to properly maintain and repair the Hardware, and to test it for that purpose.
3. Unless otherwise provided in the Contract, the Contractor shall deliver the Hardware Documentation to Canada on or prior to the date specified in the Contract for delivery of the Hardware.

9601-1 06 (01/12/92) Availability-level Test

1. In this section:

"Downtime" means the time, to be measured in hours and whole minutes, during which the Hardware is not available for use during User Time due to a malfunction of the Hardware; Downtime commences when Canada notifies the Contractor that the Hardware is not available for use and ceases when the malfunction has been corrected and the Contractor notifies Canada that the Hardware is available for use;

"Operational Use Time" means the time, to be measured in hours and whole minutes, during which the Hardware performs its function or activity in accordance with the Specifications during User Time, and includes all intervals between the stop and start times of the Hardware during User Time that do not constitute Downtime;

"User Time" means the time, to be measured in hours and whole minutes, during which Canada intends to make use of the Hardware; and unless otherwise indicated in the Contract, User Time means the period from 8:00 a.m. to 5:00 p.m., local time at the Hardware installation site, Mondays through Fridays inclusive, excluding statutory holidays observed by Canada at such site.

2. If the Contractor is to install the Hardware pursuant to the Contract, the Contractor shall give notice to the Technical Authority when the Hardware is Ready for Use. The Technical Authority shall commence the Availability-level Test within 10 days following receipt of the Ready-for-Use notice referred to above or the Ready-for-Use date specified in the Contract, whichever is later.
3. Where installation of the Hardware is the responsibility of Canada, and where Canada intends to subject the Hardware to Availability-level Testing, Canada shall install the Hardware within 10 days following its delivery to Canada or following the delivery date specified in the Contract, whichever is later, and shall immediately commence the Availability-level Test.
4. Without prejudice to Canada's other rights under the Contract, Canada shall have access to the Hardware and may make unrestricted operational use of it after the Contractor has given notice that it is Ready for Use or, where installation is the responsibility of Canada, after it is delivered to and installed by Canada. However, the Contractor shall, at all times prior to acceptance of the Hardware,

have priority with respect to access to the Hardware to maintain the Hardware and to fulfill the requirements of the Contract.

5. The Hardware must achieve a minimum of 95 percent availability level, or such other minimum percentage as may be specified in the Contract, for 30 consecutive calendar days. All Operational Use Time shall be included in determining the availability level. Availability level shall be calculated as follows:

$$\frac{\text{Operational Use Time}}{\text{Operational Use Time} + \text{Downtime}} \times 100\%$$

Operational Use
Time + Downtime

6. The Contractor shall ensure that the 30-day minimum availability level mentioned in subsection 5 is achieved within 90 consecutive calendar days of the first full day after the Technical Authority commences the Availability-level Test in accordance with subsection 2 or 3.
7. Subject to subsection 8, if Canada fails to carry out Availability-level Testing during any period or periods of time during which Canada is obligated under the Contract to carry out such testing, then, for the purposes of calculating the availability level of the Hardware during that time, that time shall be deemed to constitute uninterrupted Operational Use Time.
8. If Canada is unable to commence or continue the Availability-level Test because of an act in Canada's sovereign capacity or the occurrence of an event of force majeure, the Availability-level Test may be temporarily suspended by Canada for a period of time not to exceed 60 days. The time limits for testing referred to in this section or elsewhere in the Contract shall in such cases be extended by the number of calendar days of the suspension.

9601-1 07 (01/12/92) Acceptance

1. Canada shall give notice to the Contractor that the Hardware is accepted when all of the following have occurred:
 - (a) the Contractor has completed the whole of the Work in accordance with the terms of the Contract, except for warranty work and any other work which is scheduled under the Contract to be performed after the start of the warranty period defined in subsection 8(1) (Warranty);
 - (b) the Hardware has passed all acceptance tests set out or referred to in the Contract; and
 - (c) where an Availability-level Test is conducted, the Hardware has achieved the minimum availability level in accordance with the provisions of the Availability-level Test.
2. Until such time as Canada gives the notice referred to in subsection 1, Canada reserves the right to reject the whole of the Hardware, including any part or parts of the Hardware previously inspected and accepted by or on behalf of Canada.

9601-1 08 (01/12/92) Warranty

1. In this section, unless otherwise indicated in the Contract, "Warranty Period" means a period of 12 months from:

- (a) where an Availability-level Test is conducted, the first day of the 30-day period in which the Hardware has achieved the minimum availability level in accordance with the provisions of the Availability-level Test; or
 - (b) where Canada does not conduct an Availability-level Test, the date on which the Contractor has completed the whole of the Work in accordance with the terms of the Contract, except for warranty work and any other work which is scheduled under the Contract to be performed after the start of the Warranty Period.
2. Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, during the Warranty Period, the Hardware shall:
- (a) be free from all defects in materials or workmanship;
 - (b) conform with the requirements of the Contract, including the Specifications and any ongoing minimum availability-level requirements; and
 - (c) be free from all design defects which prevent the Hardware from conforming with the requirements of the Contract.
3. In the event of a defect or nonconformance in any part of the Hardware during the Warranty Period, the Contractor, at the request of Canada to do so, shall, as soon as possible, repair, replace or otherwise make good at its own option and expense the part of the Hardware found to be defective or not in conformance with the requirements of the Contract.
4. The Hardware or any part thereof found to be defective or non-conforming may be returned to the Contractor's repair facility for replacement, repair or making good; provided that, when in the opinion of Canada it is not expedient to remove the Hardware from its location, the Contractor shall carry out any necessary repair or making good at that location, and shall, except as otherwise provided in the Contract, be paid the fair and reasonable Cost (including reasonable travelling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or nonconformance at the Contractor's repair facility.
5. Except as otherwise provided in the Contract, Canada shall pay the transportation cost associated with returning any Hardware or part thereof to the Contractor's repair facility pursuant to subsection 4, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Hardware or part thereof, when rectified, to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Hardware or part thereof to another location directed by the Technical Authority.
6. The warranties set out in subsection 2 shall not apply to a nonconformance in any part of the Hardware which is caused by:
- (a) negligence of Canada;
 - (b) failure of electric power or air conditioning or humidity control to perform in accordance with site preparation specifications;
 - (c) failure by Canada to use the Hardware in accordance with the Specifications;
 - (d) a modification to the Hardware made by a person other than the Contractor or a Subcontractor or a person approved by either of them;

- (e) the use by Canada of consumable supplies or materials that are supplied by a person other than the Contractor or a Subcontractor and that do not conform to the Specifications; or
 - (f) the attachment to the Hardware of equipment which was not designed or approved for use with the Hardware by the Contractor or a Subcontractor.
7. Where the Contractor is to carry out any necessary replacement, repair or making good at Canada's facilities, Canada shall give the Contractor reasonable access to the Hardware. Where provision is made in the Contract for remote diagnostics, Canada shall provide a modem and associated dial-up telephone lines for use by the Contractor for diagnostic purposes. Access, whether remote or on-site, shall at all times be subject to prior authorization by the Technical Authority and to Canada's security requirements.
8. The warranties set out in subsection 2 shall apply for the remainder of the Warranty Period to any part of the Hardware that is repaired, replaced or otherwise made good pursuant to subsection 3. All of the provisions of subsections 3 to 7 inclusive and this subsection apply mutatis mutandis to any such part of the Hardware that is found during that period to be defective or not in conformance with the Contract.

PART II - ADDITIONAL CONDITIONS: PURCHASE

9601-1 09 (01/12/92) Title to Purchased Hardware

1. Except as otherwise provided in the Contract, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Upon any payment being made to the Contractor for or on account of materials, parts, work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be liable for loss or damage to any part of the Work caused by the Contractor or any Subcontractor after such delivery.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the materials, parts, work-in-process or finished Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. Where title to any materials, parts, work-in-process or finished Work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D.1, title to the Work or to any materials, parts, work-in-process or finished Work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

9601-1 10 (31/03/95) Firmware

1. Notwithstanding section 09 (Title to Purchased Hardware) and subsection 11(2) (Title to Leased Hardware), title to computer programs stored in integrated circuits, read-only memory or other similar devices within the Hardware shall not pass to Canada, but Canada shall have a perpetual, non-exclusive, irrevocable, royalty-free license to use such programs with the Hardware.
2. Canada may transfer the license set out in subsection 1 to a third-party purchaser of the Hardware at the time of the sale or disposal of the Hardware by Canada.

PART III - ADDITIONAL CONDITIONS: LEASE**9601-1 11 (01/12/92) Title to Leased Hardware**

1. Title to the Hardware shall at all times remain with the Contractor unless Canada exercises Canada's option, if any, to purchase the Hardware pursuant to the terms of the Contract, or unless Canada purchases the Hardware under a separate agreement.
2. If the Contract contains a purchase option in relation to the Hardware or any part thereof, title to the Hardware or that part, and the risk of loss or damage to the Hardware or that part, shall, unless otherwise provided in the Contract, pass to Canada on the date of the exercise of that option, and subsections 9(5) and 9(6) (Title to Purchased Hardware) and section 10 (Firmware) shall apply.

9601-1 12 (01/12/92) Lease Period

1. The lease period with respect to the Hardware shall commence on the first day of the warranty period defined in subsection 8(1) (Warranty), and shall remain in effect until its expiration in accordance with the Contract, unless terminated earlier as provided in the Contract.
2. If the commencement date of the lease is not on the first day of a calendar month, then the charge for the first and last month of the lease will be a portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the specified monthly charge.

9601-1 13 (01/12/92) Termination for Convenience

1. The section of the General Conditions entitled "Termination for Convenience" does not apply to the lease of the Hardware. This section applies in lieu thereof.
2. Notwithstanding anything contained in the Contract, the Minister may terminate the lease with respect to the Hardware or any part thereof at any time during the lease period by giving the Contractor 60 days prior notice.
3. In the event of a termination notice being given pursuant to subsection 2, the Contractor shall be entitled to be paid, to the extent that the Contractor has not already been so paid by Canada:
 - (a) the monthly lease charges for the Hardware, or the part thereof so terminated, incurred to the date of termination, prorated to that date as indicated in subsection 12(2) (Lease Period); and
 - (b) the lease termination charge, if any, which is specified in the Contract.

4. Notwithstanding anything in subsection 3, the total of the amounts to which the Contractor is entitled under paragraphs 3(a) and (b), together with any amounts already paid to the Contractor for the lease of the Hardware, shall not exceed the total Contract Price for the lease of the Hardware, or, in the event of a partial termination, the portion of the Contract Price that is applicable to the lease that is terminated.
5. The Contractor shall have no claim for damages, compensation, loss of profits, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under or pursuant to the provisions of this section, except to the extent that this section expressly provides.

9601-1 14 (01/12/92) Risk of Loss

1. The Contractor agrees to bear the risk of loss of or damage to the Hardware during periods of transportation, installation and during the entire time the Hardware is in the possession of Canada, except when the loss or damage is caused by the negligence of Canada or by anyone acting on behalf of Canada.
2. If the Hardware is lost or damaged, and if such loss or damage is caused by the Contractor or by anyone acting on its behalf, Canada shall not be liable to pay lease payments during the time necessary for the Contractor to repair or replace the Hardware, and at Canada's option, the lease shall be extended for a period of time equal to the time necessary for the Contractor to repair or replace the Hardware.
3. If the Hardware is lost or damaged, and if such loss or damage is not caused by the Contractor or by Canada or by anyone acting on behalf of either of them, the Contractor shall, as soon as possible, repair or replace the Hardware at its option and expense. In such event, the lease period, and Canada's liability to pay lease payments, shall not be affected.

9601-1 15 (01/12/92) Modifications to Hardware

Canada shall not modify the Hardware without the Contractor's prior written approval, which shall not be unreasonably withheld.

9601-1 16 (01/12/92) Relocation of Hardware

The Hardware shall not be moved by Canada from one location to another without the Contractor's written approval, which shall not be unreasonably withheld.

9601-1 17 (01/12/92) Deinstallation and Removal of Hardware

The Contractor shall deinstall and remove the Hardware promptly after expiration or termination of the lease. The Contractor shall provide all necessary removal resources, including cranes, and shall arrange for all necessary transportation, rigging and drayage in connection with return of the Hardware to the Contractor's premises. Unless otherwise indicated in the Contract, all costs associated with such deinstallation, removal and return are included in the Contract Price.

9601-1 18 (01/12/92) Quiet Enjoyment

1. The Contractor represents and warrants that:

- (a) it has full power and authority to lease the Hardware to Canada; and
- (b) during the period of the lease of the Hardware, if Canada is not in default in carrying out any of Canada's obligations under the Contract, Canada shall have unlimited use of the Hardware without disturbance by the Contractor, except when the Contractor is performing maintenance pursuant to the provisions of the Contract, and without disturbance by any other person lawfully claiming by, through or under the Contractor.

9601-1 19 (01/12/92) Right to Withhold Lease Payments

- 1. If the Contractor is in default in carrying out any of its obligations under the Contract, Canada may, without prejudice to any other right which Canada may have, including the right to terminate the Contract for default, withhold the Hardware lease payments from the Contractor until the default is cured.
- 2. Canada may exercise the right set out in subsection 1 by giving notice that describes the event of default to the Contractor from the Contracting Authority. Any amounts withheld pursuant to that notice may be set off by Canada against any amounts owed by the Contractor to Canada as damages as a result of the default.

9601-2 00 (16/02/98) Software Development/Modification Services

Public Works and Government Services Canada

01 Interpretation

PART I - DEVELOPMENT OF DETAILED DESIGN

02 Application of Part I
03 Functional Specifications
04 Detailed Design Specifications
05 Review Period
06 Design Warranty

PART II - IMPLEMENTATION OF CUSTOM SOFTWARE

07 Application of Part II
08 Coding and Pre-Installation Tests
09 New Source Code
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12 Conversion of Data Files
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14 Warranty

PART III - TITLE AND RISK

15 Title to Media
16 Risk of Loss
17 Title to Developed Software

9601-2 01 (01/01/94) Interpretation

1. In the Contract, unless the context otherwise requires,

"Custom Software" means the computer programs, data bases and documentation which Canada wishes to develop, or to have developed, either as new or substantially new software or by modification of existing software, all as described in the Contract;

"Detailed Design Specifications" means the specifications for the detailed technical design of the Custom Software;

"Functional Specifications" means the functional description of the Custom Software which is set out or referred to in the Contract, and which specifies the functions which the Custom Software is to perform and the features and capacities which the Custom Software must have;

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601, or General Conditions - Research and Development, DSS-MAS 9624, whichever forms part of the Contract

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
4. The sections of the General Conditions entitled "Title" and "Warranty" do not apply to the Custom Software or to the media referred to in section 15 (Title to Media). The title and warranty provisions contained in these Supplemental General Conditions apply in place of those sections.

PART I - DEVELOPMENT OF DETAILED DESIGN**9601-2 02 (01/01/94) Application of Part I**

This Part applies if the Contract requires the Contractor either to design the Custom Software or to further develop an existing technical design for the Custom Software.

9601-2 03 (01/01/94) Functional Specifications

If the Functional Specifications are to be further developed by the Contractor under the Contract, and if the Functional Specifications thereafter developed by the Contractor are accepted by Canada, then the developed Functional Specifications shall be deemed to be incorporated in the Contract by reference, and shall supersede the Functional Specifications which were originally incorporated in the Contract.

9601-2 04 (01/01/94) Detailed Design Specifications

1. The Contractor shall develop the Detailed Design Specifications for the Custom Software in conformity with the Functional Specifications and all other requirements of the Contract.
2. Notwithstanding anything contained in section 5 (Review Period), the inspection procedures set out in section 5 shall only apply in the absence of any other detailed procedure in the Contract for review by Canada of the Detailed Design Specifications developed by the Contractor.

9601-2 05 (01/01/94) Review Period

1. In this section, unless otherwise indicated in the Contract, "Review Period" means a period of 5 working days from the date on which the Detailed Design Specifications are to be submitted to Canada in accordance with the terms of the Contract, or from the actual date of submission of those Specifications by the Contractor, whichever is later.
2. The Review Period may be extended by Canada by an additional 5 working days by notice given to the Contractor by the Technical Authority within the Review Period.
3. During the Review Period, Canada shall inspect the Detailed Design Specifications submitted by the Contractor and, within 2 working days following the end of the Review Period, shall advise the Contractor whether or not the Detailed Design Specifications have passed inspection.
4. If the Detailed Design Specifications submitted by the Contractor are inconsistent with the Functional Specifications, or fail in any other way to meet the requirements of the Contract, Canada shall prepare a written description of the deficiencies, and shall deliver such description to the Contractor within 2 working days following the end of the Review Period.
5. Upon receipt of Canada's description of the deficiencies mentioned in subsection 4, the Contractor shall thereupon modify the Detailed Design Specifications to correct the deficiencies and shall promptly submit the corrected Work to Canada for inspection.
6. During a second Review Period, Canada shall inspect the corrected Work submitted to Canada pursuant to subsection 5, and subsections 3 and 4 shall apply to that inspection.
7. Notwithstanding anything else contained in this section, the Contractor shall ensure that the Detailed Design Specifications developed by the Contractor pass inspection by Canada within 30 days from the date on which the Detailed Design Specifications were originally to be submitted by the Contractor to Canada in accordance with the terms of the Contract.

9601-2 06 (01/01/94) Design Warranty

1. Notwithstanding inspection of the Detailed Design Specifications by Canada, the Contractor warrants that the Detailed Design Specifications will be derived from and be in accordance and consistent with the Functional Specifications and all other requirements of the Contract.
2. If Part II of these Supplemental General Conditions applies, the warranty set forth in subsection 1 shall expire on the date of expiry of the Warranty Period referred to in section 14. If Part II does not apply, the warranty set forth in subsection 1 shall expire upon acceptance of the Work by Canada.

PART II - IMPLEMENTATION OF CUSTOM SOFTWARE**9601-2 07 (01/01/94) Application of Part II**

This Part applies if the Contract requires the Contractor to develop the Custom Software based on the Detailed Design Specifications and the Functional Specifications.

9601-2 08 (01/01/94) Coding and Pre-Installation Tests

1. In the development of the Custom Software, the Contractor shall carry out all detailed programming and coding required in conformity with the Detailed Design Specifications, and, if necessary, shall

revise the Detailed Design Specifications in order to ensure that they are derived from and are consistent with the Functional Specifications and all other requirements of the Contract.

2. The Contractor shall conduct pre-installation testing to ensure that the Custom Software will operate in conformity with the Functional Specifications and all other requirements of the Contract. The Contractor shall notify the Technical Authority of all such tests and, upon the request of the Technical Authority, will give the Technical Authority an opportunity to witness those tests, and a copy of all intermediate and final test records and results.

9601-2 09 (01/01/94) New Source Code

1. In this section, "New Source Code" means all of the source code for the Custom Software that is written by the Contractor or any Subcontractor as part of the Work under the Contract.
2. The Contractor shall deliver the New Source Code to Canada at such time or times as the Contract may require, or, if no other time is specified, within 30 days following acceptance of the Custom Software by Canada.
3. The New Source Code furnished by the Contractor shall contain a complete description of the operation of the developed software in sufficient detail to enable a programmer, experienced in the programming language or languages in which the source code is written, to modify all aspects of that software without assistance from the Contractor.

9601-2 10 (01/01/94) Pre-Existing Software

1. In this section, "Pre-Existing Software" means software that is not developed as part of the Work under the Contract, and that is proprietary to the Contractor or any of its subcontractors or other suppliers.
2. The Contractor shall not develop the Custom Software by modifying Pre-Existing Software, or incorporate any Pre-Existing Software into the Custom Software, without the prior written consent of the Contracting Authority.
3. Notwithstanding subsection 2, the Contractor is not obligated to seek the consent of the Contracting Authority in relation to any Pre-Existing Software the use of which is specifically authorized in the Contract.
4. If Pre-Existing Software forms part of the Custom Software, and if the Contract does not otherwise require the Contractor to deliver the source code for that software to Canada or to put that source code into escrow for the benefit of Canada, the Contractor shall, at its option and expense, either:
 - (a) deliver the source code for that software to Canada within 30 days following acceptance of the Custom Software by Canada; or
 - (b) deliver that source code, at the time mentioned in paragraph (a), to an escrow agent approved by the Minister to be held in trust by that agent for release to Canada upon the occurrence of any of the following events:
 - (i) Canada terminates for default the Contract or any subsequent support or development arrangement relating to the Custom Software;
 - (ii) the Contractor or its supplier defaults in the performance of its obligations under the escrow agreement relating to the source code;

- (iii) the Contractor or its supplier ceases to do business in the ordinary course, or ceases to make support or development services in relation to the Custom Software reasonably available to Canada;
 - (iv) the Contractor or its supplier becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors;
 - (v) a receiver is appointed for the Contractor or its supplier under a debt instrument, or a receiving order is made against the Contractor or its supplier; or
 - (iv) an order is made or a resolution passed for the winding up of the Contractor or its supplier.
5. The source code delivered by the Contractor to Canada, or to any escrow agent, in relation to any Pre-Existing Software that forms part of the Custom Software, shall contain a complete description of the operation of that Pre-Existing Software in sufficient detail to enable a programmer, experienced in the programming language or languages in which the source code is written, to modify all aspects of that software without assistance from the Contractor. If the source code for the Pre-Existing Software is to be delivered to an escrow agent, the Contractor shall ensure that the source code in the possession of the escrow agent is updated from time to time to correspond with the most current version of the object code in the possession of Canada.
6. Unless otherwise provided in the Contract, or in any escrow agreement signed by Canada, Canada's rights to use, copy, modify and disclose any Pre-Existing Software supplied under the Contract, and any source code for that software, shall be identical to those set out in Supplemental General Conditions DSS-MAS 9601-4 (Licensed Software).
7. Without limiting the generality of the section entitled "Subcontracting" in the General Conditions, the Contractor shall impose on its subcontractors and other suppliers the obligations to Canada imposed under this section, and shall ensure that those obligations are carried out.

9601-2 11 (01/01/94) Object Code and User Documentation

1. Without limiting any of the Contractor's other obligations under the Contract, including its obligation with respect to the supply of source code, the Contractor shall furnish all of the developed or modified programs to Canada in executable object code.
2. The operating manuals, technical manuals, and other user documentation furnished by the Contractor to Canada for use with the Custom Software shall describe the operation of the Custom Software in sufficient detail to enable appropriately trained employees of Canada to use all functions and features of the Custom Software without assistance from the Contractor.

9601-2 12 (01/01/94) Conversion of Data Files

Where indicated in the Contract, the Contractor shall convert Canada's machine-readable data files, as they exist on any existing computer system used to fulfil all or part of the then-current functional requirements of Canada, to data files designed for use with the Custom Software. Canada is responsible for the accuracy and the completeness of data files delivered to the Contractor, and the Contractor is responsible for the accuracy and completeness of the data files after conversion, and for the compatibility of such data files with the Custom Software.

9601-2 13 (01/01/94) Acceptance Tests

1. Notwithstanding anything else contained in this section, the acceptance procedures set out in subsections 2 to 5 inclusive shall only apply in the absence of any other detailed acceptance procedures for the Custom Software set out or referred to in the Contract.
2. Canada shall prepare and provide to the Contractor acceptance test data prior to the date specified in the Contract for the start of pre-installation testing of the Custom Software. Canada will consult with the Contractor in connection with the preparation of such data, and the Contractor shall assist in such preparation to the extent indicated in the Contract. Such data shall be used by Canada and the Contractor to determine whether the Custom Software, when executed on the hardware and its operating system, performs in accordance with the Functional Specifications and all other requirements of the Contract. Unless otherwise agreed, the test data shall be in the format and media required for direct input to the computer system, as defined in the Detailed Design Specifications.
3. Following receipt of the acceptance test data referred to in subsection 2, and prior to the date specified in the Contract for the start of acceptance testing of the Custom Software (the "Test Start Date"), the Contractor shall provide an "Acceptance Test Plan" to Canada for Canada's review and approval. The Acceptance Test Plan shall consist of a description of a series of tasks and verifications, based on the acceptance test data, in sufficient detail to enable Canada and the Contractor to determine whether the Custom Software performs in accordance with the Functional Specifications and all other requirements of the Contract.
4. On the Test Start Date, the acceptance tests in relation to the Custom Software shall commence using the pre-approved Acceptance Test Plan referred to in subsection 3. The acceptance tests shall be conducted over such period of time as is specified therefor in the Contract, or, if no other acceptance testing period is specified, over a 40-day period from the Test Start Date. If the Custom Software passes the acceptance tests, and if the Contractor has completed all other Work under the Contract in accordance with the terms of the Contract, the Technical Authority shall promptly give notice to the Contractor that the Custom Software is accepted.
5. If the Custom Software fails to pass the acceptance tests referred to in subsection 4, Canada shall prepare a written description of the deficiencies and deliver such description to the Contractor within 10 days following the end of the acceptance testing period referred to in that subsection. Upon receipt of Canada's description of the deficiencies, the Contractor shall thereupon modify the Custom Software to correct the deficiencies and shall do so within 10 days of receipt of such description. All acceptance tests in relation to the Custom Software shall then be repeated, at no additional cost to Canada, and the Contractor shall ensure that the Custom Software passes the second set of acceptance tests within the acceptance testing period.
6. Notwithstanding anything else contained in this section, if Canada is unable to commence or continue the acceptance tests in relation to the Custom Software because of an act in Canada's sovereign capacity or the occurrence of an event of force majeure, the acceptance tests may be temporarily suspended for a period of time not to exceed 60 days. The time limits for testing referred to in this section or elsewhere in the Contract shall in such cases be extended by the number of calendar days of the suspension. If the delay exceeds 60 days, the Parties shall thereafter use reasonable efforts to negotiate a mutually acceptable amendment to the Contract.

9601-2 14 (01/01/94) Warranty

1. In this section, unless otherwise indicated in the Contract, "Warranty Period" means a period of 90 days commencing on the date of completion of the whole of the Work by the Contractor, and acceptance of the whole of the Work by Canada, with the exception only of warranty work.

2. Notwithstanding inspection and acceptance of the Custom Software by Canada and without restricting any term or condition of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, during the Warranty Period, the Custom Software will perform in accordance with the Functional Specifications and all other requirements of the Contract on the computer system on which the Custom Software is installed under the Contract.
3. During the Warranty Period, the Contractor shall, as soon as possible, provide, at no additional charge to Canada, corrections to the Custom Software where Canada notifies the Contractor in writing of any failure of the Custom Software to perform in accordance with the Functional Specifications or any other requirement of the Contract. If Canada reports a failure to the Contractor, Canada shall give the Contractor reasonable access to the computer system on which the Custom Software resides, and shall provide such information as the Contractor may reasonably request, including sample output and other information, in order to permit the Contractor to expeditiously correct the error which caused that failure.
4. Although the Contractor shall use all reasonable efforts to provide permanent corrections for all software errors, Canada acknowledges that certain errors may not be permanently corrected by the Contractor under the warranty set out in this section. The Contractor shall provide a software patch or by-pass around the error in all cases where the error will not be permanently corrected. As a minimum, any such software patch or by-pass shall cause the Custom Software to meet the functional and performance criteria set out in the Functional Specifications.
5. The Contractor is not obligated to correct errors in the Custom Software which result from modifications to the Custom Software or any part thereof unless those modifications were made by the Contractor or by someone authorized by the Contractor to perform those modifications.

PART III - TITLE AND RISK

9601-2 15 (01/01/94) Title to Media

1. For the purposes of this section, the term "media" does not include the information stored on the media.
2. All documents, magnetic tapes and any other tangible media containing the Custom Software or any part thereof, or containing any specification, design, prototype or other information furnished as part of the Work, shall become the property of Canada upon the earlier of delivery to and acceptance thereof by Canada or upon any payment being made to the Contractor for or on account of the media or the information stored thereon, either by way of progress payments or accountable advances or otherwise. It is agreed that the vesting of title in Canada shall not constitute acceptance by Canada of the media or of the information stored thereon and shall not relieve the Contractor of its obligation to perform the Work in conformity with the requirements of the Contract.

9601-2 16 (01/01/94) Risk of Loss

1. Risk of loss of or damage to the media referred to in section 15 (Title to Media), or to the information stored thereon, shall pass to Canada upon delivery of the media to Canada in accordance with the Contract, provided, however, that if the Contractor has retained a copy of the information that was stored on the media, the Contractor shall, upon the request of the Minister, replace the lost or damaged media and information at no additional charge to Canada except for any charge for costs reasonably and properly incurred in the carrying out of such replacement.

2. Notwithstanding subsection 1, the Contractor shall be liable for loss of or damage to the media and the information stored thereon that is caused by the Contractor or any of its subcontractors after delivery.

9601-2 17 (01/01/94) Title to Developed Software

1. For the purposes of this section, "Developed Software" includes object code, source code, documentation, data bases, specifications, designs, prototypes and other related information conceived, developed or produced as part of the Work under the Contract.
2. Title to the Developed Software shall vest either in Canada or the Contractor, whichever is indicated in the intellectual property provisions of the Contract. If title vests in the Contractor, the Contractor grants to Canada the license with respect to the Developed Software set out or referred to in those provisions.
3. The provisions of this section shall not be interpreted so as to limit in any way the intellectual property provisions of the Contract.

9601-3 00 (16/02/98) Systems Integration

Public Works and Government Services Canada

- 01 Interpretation
- 02 Total System Responsibility
- 03 System Testing and Acceptance
- 04 Government Property
- 05 System Warranty Period
- 06 System Lease Obligations

9601-3 01 (31/03/95) Interpretation

1. In the Contract, unless the context otherwise requires,

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601, or General Conditions - Medium Form, DSS-MAS 9601-10, whichever forms part of the Contract;

"Ready for Use" in relation to the System, means that the System has been delivered, integrated, installed and connected, has successfully passed the Contractor's normal diagnostic tests and inspection by the Inspection Authority and is ready for Availability-level Testing of the Hardware and for all additional acceptance testing required under the Contract;

"System" means an integrated combination of Hardware, Licensed Software, Custom Software, if any, and Government Property, if any, all as described in the Contract as forming the System. If the Contract involves the acquisition by Canada of more than one system, then "System", as used in the Contract, means all such systems.

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. Words and expressions defined in any other set of Supplemental General Conditions forming part of the Contract and used in these Supplemental General Conditions shall have the meanings assigned to them in those Supplemental General Conditions.
4. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
5. In the event of any inconsistency between these Supplemental General Conditions and any other set of Supplemental General Conditions forming part of the Contract, the applicable provisions of these Supplemental General Conditions shall prevail.
6. The sections of the General Conditions entitled "Title" and "Warranty" do not apply to the System. The title and warranty provisions contained in the Supplemental General Conditions apply in place of those sections.
7. References in these Supplemental General Conditions to other sets of Supplemental General Conditions, or to sections therein, or the use in these Supplemental General Conditions of words or expressions defined in other sets of Supplemental General Conditions, shall not be interpreted as having the effect of incorporating those other sets of Supplemental General Conditions, or any sections thereof, into the Contract. Other sets of Supplemental General Conditions shall not form part of the Contract unless they are incorporated into the Contract by provisions contained elsewhere in the Contract.

9601-3 02 (31/03/95) Total System Responsibility

1. Except for Government Property specifically provided for in the Contract, the Contractor shall be fully responsible for the supply of the System as a whole.
2. If the Contractor is to install the System under the Contract, the Contractor shall:
 - (a) integrate and make compatible all the System components to permit the System and all its components to meet the Specifications;

- (b) supply and install all interfaces and component modifications necessary to meet the requirement specified in paragraph a; and
 - (c) make the System Ready for Use.
3. In the event of any inconsistency between Specifications, the Parties agree that the specified performance criteria for the System shall prevail over the specified performance criteria for any subsystem within the System, and, similarly, for lower-tier subsystems.

9601-3 03 (01/12/92) System Testing and Acceptance

1. If Canada intends to subject the Hardware components of the System to Availability-level Testing, then, for the purposes of section 10 (Acceptance Tests) of Supplemental General Conditions, DSS-MAS 9601-4 (Licensed Software) and section 13 (Acceptance Tests) of Supplemental General Conditions, DSS-MAS 9601-2 (Software Development/ Modification Services), the acceptance-testing period for the Licensed Software and any Custom Software components of the System shall be the period specified in the Contract for Availability-Level Testing of the Hardware components of the System.
2. Section 07 (Acceptance) of Supplemental General Conditions DSS-MAS 9601-1 (Hardware Purchase or Lease) shall apply to the System as a whole and, to that end, that section is amended by deleting the word "Hardware" wherever it appears in that section, except where it appears in paragraph 7(1)(c), and substituting therefor the word "System".
3. Section 10 (Acceptance Tests) of Supplemental General Conditions, DSS-MAS 9601-4 (Licensed Software) is amended by deleting subsection 2 of that section in its entirety.

9601-3 04 (31/03/95) Government Property

1. Where the Contractor is to incorporate Government Property into the System, the Contractor shall be responsible for the integration of the Government Property into the System and for the performance of the System as a whole, but shall not be liable under the acceptance-testing provisions of the Contract or under subsection (2) for any failure of the System to meet any performance or other requirements of the Specifications caused directly by a defect in any Government Property supplied to the Contractor by or on behalf of Canada, or by a failure of any such Government Property to meet its specifications.
2. During the warranty period referred to in section 05 (System Warranty Period), the Contractor, at the request of Canada to do so, shall, as soon as possible, correct any failure of the System to conform to the Specifications that is caused by improper integration into the System of any Government Property supplied to the Contractor by or on behalf of Canada. The foregoing provision shall survive inspection and acceptance of the Work by or on behalf of Canada and does not limit any of the Contractor's other warranty obligations under the Contract.

9601-3 05 (01/12/92) System Warranty Period

Notwithstanding section 13 (Warranty) of Supplemental General Conditions DSS-MAS 9601-4 (Licensed Software) and section 14 (Warranty) of Supplemental General Conditions, DSS-MAS 9601-2 (Software Development/Modification Services), the warranty period with respect to the Licensed Software and any Custom Software components of the System shall be the 12-month period described in subsection 1 of section 08 (Warranty) of Supplemental General Conditions, DSS-MAS 9601-1 (Hardware Purchase or Lease).

9601-3 06 (01/12/92) System Lease Obligations

If the Hardware components of the System are leased by Canada under the Contract, then sections 12 (Lease Period), 13 (Termination for Convenience), 14 (Risk of Loss) and 19 (Right to Withhold Lease Payments) of Supplemental General Conditions DSS-MAS 9601-1 (Hardware Purchase or Lease) shall also apply to the Licensed Software and any Custom Software components of the System, and to that end, those sections are amended by deleting the word "Hardware", wherever it appears in those sections, and substituting therefor the word "System".

9601-4 00 (16/02/98) Licensed Software

Public Works and Government Services Canada

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9601-4 01 (31/03/95) Interpretation

1. In the Contract, unless the context otherwise requires,

"**General Conditions**" means General Conditions - Long Form, DSS-MAS 9601, or General Conditions - Medium Form, DSS-MAS 9601-10, whichever forms part of the Contract;

"**Licensed Documentation**" means all of the manuals, handbooks, user guides and other human-readable material to be furnished by the Contractor to Canada under the Contract for use with the Licensed Programs, whether that material is to be supplied in printed form or on Media;

"**Licensed Programs**" means all of the computer programs, in object-code form, which are to be furnished by the Contractor to Canada under the Contract, other than those computer programs, if any, which are to be developed by the Contractor under the Contract and which are covered by Supplemental General Conditions, DSS-MAS 9601-2 (Software Development/Modification Services);

"**Licensed Software**" means the Licensed Programs and the Licensed Documentation collectively;

"**Media**" means the material on which the Licensed Programs are stored for delivery to Canada, such as magnetic or other tapes, magnetic disks, or optical disks;

"**User**" means the minister responsible for the department or agency for which the Work is carried out, or, in the event of a transfer under subsection 2(2) (License Grant), the minister to whom the Licensed Software is transferred; and "**minister**", for the purposes of this definition, includes any employee, agent or contractor duly authorized to act on behalf of the minister.

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
4. The sections of the General Conditions entitled "Title" and "Warranty" do not apply to the Licensed Software and the Media. The title and warranty provisions contained in these Supplemental General Conditions apply in place of those sections.
5. Subsections 5 to 8 inclusive of section 23 (Royalties and Infringement) of General Conditions - Long Form, DSS-MAS 9601, if that set forms part of the Contract, shall only apply to royalties which are payable in connection with the Licensed Software if the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1.

9601-4 02 (01/12/92) License Grant

1. The Contractor hereby grants to Canada a non-exclusive license to use and reproduce the Licensed Software in accordance with and subject to the terms and conditions of the Contract.
2. The User shall be the only entity authorized to use and reproduce the Licensed Software on behalf of Canada. If the department or agency for which the User is responsible is reconfigured, absorbed by another government department or agency, or is disbanded entirely, the Minister may, by giving notice to the Contractor, designate another minister as the "User" for the purposes of the Contract.
3. Canada acknowledges that title to the Licensed Software shall remain with the Contractor or its licensor.

9601-4 03 (01/12/92) Personal Computer License

1. In this section, "PC Software" means Licensed Software that is designed for use on a personal computer.
2. Subsections 3 and 4 apply to any PC Software furnished under the Contract except for PC Software that is subject to section 5 (Site or Corporate License).
3. The User may use each licensed copy of PC Software only on a single personal computer, the type of which is specified in the Contract or, where the Contract is silent, in the Licensed Documentation related to the PC Software. The User may transfer each such copy from one personal computer to another, without giving notice thereof to the Contractor, provided that the copy is only used on one personal computer at a time.
4. The User may make copies of the PC Software in machine-readable or printed form, for back-up purposes only, in support of the use of each licensed copy on a single personal computer.

9601-4 04 (31/03/95) License Restricting Use to a Designated Computer

1. This section applies to Licensed Software that is designed for use on computers other than a personal computer as described in section 03 (Personal Computer License) but does not apply to Licensed Software that is subject to section 05 (Site or Corporate License).
2. Subject to the other provisions of this section, and except as otherwise provided in the Contract, Canada shall only use the Licensed Software with the computer system or systems on which the Licensed Programs are originally installed (each such system is hereinafter called the "Designated Computer System").
3. If the Designated Computer System includes remote terminals, the User shall be free to concurrently access and use the Licensed Programs from such terminals, subject to the limitations, if any, of the usage terms of the Contract.
4. The User may temporarily transfer the Licensed Software to back-up equipment if the Designated Computer System is inoperative, or if Canada's facilities are inaccessible. Should any transfer be expected to exceed a cumulative total of 60 calendar days within any 90-day period, the Contractor shall be given notice of the transfer by the Technical Authority.
5. Canada, by notice from the Contracting Authority to the Contractor, may, at any time, redesignate the Designated Computer System on which the Licensed Software is used.
6. If Canada wishes to transfer the Licensed Software to a new release or upgrade of the Designated Computer System or of its operating system, and if such transfer requires a different version of the Licensed Software in order for the Licensed Software to continue to meet the functional and performance criteria set out in the Specifications, then the Contractor shall provide the appropriate version, if available, to Canada on substantially the same terms and conditions as set out in the Contract, and at a price which shall not exceed the lowest price charged by the Contractor to anyone else for that version, including its most favoured commercial customer.
7. The User may make copies of the Licensed Software in machine-readable or printed form, for back-up purposes only, in support of the use of the Licensed Software on the Designated Computer System.

9601-4 05 (01/12/92) Site or Corporate License

1. This section applies to Licensed Software which the Contract indicates is subject to a "site" or "corporate" license.
2. Subject to subsection 3, the User may use the Licensed Software referred to in subsection 1 on any and all computer systems owned, leased or operated by Canada on the date of the Contract or at any time thereafter at the site or sites designated in the Contract.
3. The User shall only use the Licensed Programs on the type of computer system specified in the Contract or, where the Contract is silent, in the Licensed Documentation related to the Licensed Programs.
4. Except where there is an express restriction in the Contract on the number of copies of the Licensed Software that can be made, Canada shall have the right to reproduce the Licensed Software, without restriction, for use by Canada on computer systems at the site or sites designated in the Contract.

9601-4 06 (01/12/92) Licensed Documentation

1. Except as provided in sections 03 (Personal Computer License), 04 (License Restricting Use to a Designated Computer) and 05 (Site or Corporate License), and except as otherwise provided in the Contract, Canada shall not reproduce the Licensed Documentation without the prior written consent of the Contractor.
2. The Contractor represents and warrants that the Licensed Documentation shall contain enough detail to permit an experienced user to install, test and use all features of the Licensed Programs. If the source code for the Licensed Programs is to be furnished to Canada under the Contract, the Contractor represents and warrants that the code so furnished shall contain enough detail to permit a programmer, experienced in the use of the programming language or languages in which the source code is written, to modify the Licensed Programs.

9601-4 07 (01/12/92) Copyright Notices

If the Licensed Software contains copyright or other proprietary notices, Canada shall reproduce those notices on all copies of the Licensed Software.

9601-4 08 (01/12/92) Media

1. The Contractor represents and warrants that the Media shall be compatible with the computer system on which the Licensed Programs are to be installed.
2. The Contractor further represents and warrants that the Media, as supplied by the Contractor, shall be free from computer viruses.
3. Title to the Media shall vest in Canada upon delivery to and acceptance thereof by or on behalf of Canada. "Media", for the purposes of this subsection, does not include the Licensed Software stored on the Media.

9601-4 09 (01/12/92) Term of License

1. Unless otherwise indicated in the Contract, Canada's license with respect to the Licensed Software shall be perpetual, subject only to the termination provisions set out in the Contract.
2. If Canada is in breach of Canada's license with respect to the Licensed Software, and if that breach continues for a period of 30 days following receipt by the Contracting Authority of written notice from the Contractor giving particulars of the breach, the Contractor may terminate Canada's license with respect to the Licensed Software by giving the Contracting Authority written notice to that effect.

9601-4 10 (31/03/95) Acceptance Tests

1. After installation of the Licensed Programs in accordance with the terms of the Contract, the Technical Authority shall perform the acceptance tests set out or referred to in the Contract to determine whether the Licensed Software and the Media conform to the requirements of the Contract, including the Specifications. If the Contract does not provide for any such tests, the Parties may agree upon the acceptance tests to be conducted, provided, however, that if the Parties do not or are unable to agree, the Technical Authority may conduct whatever acceptance tests it reasonably deems necessary to verify conformity with the requirements of the Contract. Unless otherwise specified in the Contract, the acceptance tests shall be conducted at Canada's facilities.
2. Except as otherwise provided in the Contract, the acceptance tests referred to in subsection (1) shall be conducted over a period of 40 days from the date of installation of the Licensed Software at Canada's facilities. If the Licensed Software and Media pass those acceptance tests, the Technical Authority shall give notice to the Contractor that the Licensed Software and Media are accepted.
3. Notwithstanding anything else contained in this section, if Canada is unable to commence or continue the acceptance tests in relation to the Licensed Software because of an act in Canada's sovereign capacity or the occurrence of an event of force majeure, the acceptance tests may be temporarily suspended for a period of time not to exceed 60 days. The time limits for testing referred to in this section or elsewhere in the Contract shall in such cases be extended by the number of calendar days of the suspension. If the delay exceeds 60 days, the Parties shall thereafter use reasonable efforts to negotiate a mutually acceptable amendment to the Contract.

9601-4 11 (31/03/95) Non-Disclosure Obligations

1. Canada acknowledges that the Licensed Software contains information which the Contractor considers to be proprietary and confidential. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to Canada's rights under the Contract to disclose such information to contractors and agents of Canada engaged in the work of the User, Canada shall not release or disclose such information outside the Government of Canada without the prior written consent of the Contractor. The foregoing obligation does not apply to information that:
 - (a) is publicly available from a source other than Canada;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information; or
 - (c) is developed by Canada without the use of the information of the Contractor or its licensor.

9601-4 12 (01/12/92) Right to License

1. The Contractor represents and warrants that it has the right to license the Licensed Software and full power and authority to grant to Canada the rights granted under the Contract. The Contractor further represents and warrants that all necessary consents to that grant have been obtained.
2. Except to the extent that those conditions may be expressly incorporated in the Contract, it is agreed that conditions accompanying or enclosed with the Licensed Software, if any, shall not form part of Canada's license or affect the rights of the Parties in any manner whatsoever. In no event shall Canada or any end user be required to enter into any further license agreement with respect to the Licensed Software or any portion thereof after the effective date of the Contract.

9601-4 13 (01/12/92) Warranty

1. In this section, unless otherwise indicated in the Contract, "Warranty Period" means a period of 90 days from the date on which the Contractor has completed the whole of the Work in accordance with the terms of the Contract, except for warranty work and any other work which is scheduled under the Contract to be performed after the start of the Warranty Period.
2. The Contractor warrants that, during the Warranty Period, the Licensed Programs shall operate in conformity with the Specifications on the computer system or systems on which the Licensed Programs are installed. In the event that the Licensed Programs fail to meet the foregoing warranty at any time during the Warranty Period, the Contractor, at the request of Canada to do so, shall, as soon as possible, correct, at its expense, any programming errors and defects and make such additions, modifications or adjustments to the Licensed Software as may be necessary to keep the Licensed Programs in operating order, in accordance with the Specifications. Although the Contractor shall use all reasonable efforts to provide permanent corrections for all software errors, Canada acknowledges that certain errors may not be permanently corrected by the Contractor under the foregoing warranty. The Contractor shall provide a software patch or by-pass around the error in all cases where the error will not be permanently corrected. As a minimum, any such software patch or by-pass shall cause the Licensed Programs to meet the functional and performance criteria set out in the Specifications.
3. The Contractor warrants that, during the Warranty Period, the Licensed Documentation shall be free from all defects in materials and shall conform with the requirements of the Contract. If Canada discovers a defect or nonconformance in any part of the Licensed Documentation during the Warranty Period, the Contractor, at the request of Canada to do so, shall, as soon as possible, correct, at its expense, the part of the Licensed Documentation found to be defective or not in conformance with the requirements of the Contract.
4. The Contractor warrants that, during the Warranty Period, the Media shall be free from all defects in materials or workmanship, and shall conform with the requirements of the Contract. Canada may return nonconforming or defective Media to the Contractor within the Warranty Period, with notice of the nonconformance or the defect, and the Contractor shall promptly replace such Media with corrected Media at no additional cost to Canada.
5. If the Contractor is to perform support services with respect to the Licensed Software during the Warranty Period, it is agreed that the provisions concerning support shall not be interpreted so as to derogate from the warranty provisions set out in this section.
6. The warranties set out in this section shall survive inspection and acceptance of the Work by or on behalf of Canada, and do not restrict any other provision of the Contract or any condition, warranty or provision implied or imposed by law.

9601-4 14 (01/12/92) Availability of Source Code

1. This section applies if the Contract does not otherwise require the Contractor to provide the source code for the Licensed Software to Canada.
2. If the Contractor and Canada have not entered into a separate escrow agreement concerning the source code with an escrow agent on or prior to the effective date of the Contract, then the Contractor shall put in place for Canada, at no additional charge, whatever escrow arrangements, if any, it usually puts in place for its customers, and shall give Canada, within 30 days of the date of execution of the Contract, a copy of the agreement with its escrow agent which sets out the terms under which the escrow agent is authorized to release the source code to Canada.

9601-4 15 (01/12/92) Right to Modify

If the source code for the Licensed Programs is provided to Canada under the terms of the Contract, that code shall form part of the "Licensed Software" for the purposes of the Contract, and Canada shall have the right, at Canada's discretion, to independently copy and modify the Licensed Software for Canada's own purposes and use, through the services of Canada's own employees or of independent contractors provided such contractors agree not to disclose or distribute any part of the Licensed Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Licensed Software. Canada shall be the owner of any such modifications, but shall obtain no ownership interest in the Licensed Software, and any portion of the Licensed Software contained in such modifications shall remain subject to the terms and conditions of Canada's license. The Contractor shall not incorporate any such modifications into its software for distribution to third parties unless Canada has granted the necessary distribution rights to the Contractor pursuant to a written license agreement. The provisions of this section shall not be interpreted so as to preclude the Contractor or its third-party licensors from independently developing modifications.

9601-4 16 (01/12/92) Risk of Loss

1. Risk of loss of or damage to the Licensed Software or the Media, or to any part thereof, shall pass to Canada upon delivery of the Licensed Software or the Media, or that part, to Canada.
2. Notwithstanding subsection 1, the Contractor shall be liable for loss or damage to the Licensed Software or Media that is caused by the Contractor or any of its Subcontractors after delivery.

9601-4 17 (01/12/92) Destruction on Termination

In the event of termination or expiration of Canada's license, Canada will, upon the written request of the Contractor, either return all copies of the Licensed Software to the Contractor or, at Canada's option, will represent in writing to the Contractor that all copies of the Licensed Software have been destroyed except for one copy which may be retained by Canada for archival purposes only.

Public Works and Government Services Canada

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9601-5 01 (31/03/95) Interpretation

1. In the Contract, unless the context otherwise requires,

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601, or General Conditions - Medium Form, DSS-MAS 9601-10, whichever forms part of the Contract;

"Software Error" means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications;

"Software Support Period" means the period, specified in the Contract, during which the Contractor is obligated to support the Licensed Software in accordance with the terms of the Contract;

"Updates" has the meaning assigned to it in section 3 (Updates).

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
4. If Supplemental General Conditions, DSS-MAS 9601-4 (Licensed Software) form part of the Contract, words and expressions defined in those Supplemental General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in those Supplemental General Conditions.
5. If Supplemental General Conditions, DSS-MAS 9601-4 (Licensed Software) do not form part of the Contract, then, for the purposes of the Contract,

"Licensed Documentation" means all of the manuals, handbooks, user guides and other human-readable material which have been furnished by the Contractor to Canada for use with the Licensed Programs, whether supplied in printed form or on magnetic tape, disk or other Media;

"Licensed Programs" means all of the computer programs, in object-code form, which are to be supported by the Contractor under the Contract, other than those computer programs, if any, which have been developed for Canada by the Contractor and which are covered by Supplemental General Conditions, DSS-MAS 9601-2 (Software Development/ Modification Services);

"Licensed Software" means the Licensed Programs and the Licensed Documentation collectively.

6. The sections of the General Conditions entitled "Title" and "Warranty" do not apply to the Licensed Software and the Media. The title, warranty and support provisions contained in these Supplemental General Conditions and in Supplemental General Conditions, DSS-MAS 9601-4, if that set forms part of the Contract, apply in place of those sections.

9601-5 02 (01/12/92) Error Correction Services

1. Any failure of the Licensed Programs to operate in accordance with the Specifications may be reported by Canada to the Contractor during the Software Support Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, the Contractor shall use all reasonable efforts to provide Canada, within the time frames established in subsections 2 and 3, with a permanent correction of the Software Error which caused the failure or, at the Contractor's option, with a software patch or by-pass around the

Software Error as a temporary correction. As a minimum, any such software patch or by-pass shall cause the Licensed Programs to meet the functional and performance criteria set out in the Specifications. Although the Contractor shall use all reasonable efforts to provide permanent corrections for all Software Errors, Canada acknowledges that certain Software Errors may not be permanently corrected by the Contractor under the Contract. All Software Error corrections, whether temporary or permanent, shall become part of the Licensed Software and shall be subject to the terms and conditions of Canada's license with respect to the Licensed Software.

2. The Contractor shall respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection 3. The severity shall be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

- Severity 1: indicates total inability to use a licensed program, resulting in a critical impact on user objectives;
- Severity 2: indicates ability to use a licensed program but user operation is severely restricted;
- Severity 3: indicates ability to use a licensed program with limited functions which are not critical to overall user operations;
- Severity 4: indicates that the problem has been by-passed or otherwise temporarily corrected and is not affecting user operations.

3. The Contractor shall use reasonable efforts to correct Software Errors as follows:

- Severity 1: within 24 hours of notification by Canada;
- Severity 2: within 72 hours of notification by Canada;
- Severity 3: within 14 days of notification by Canada;
- Severity 4: within 120 days of notification by Canada.

4. If Canada reports a Software Error to the Contractor, Canada shall give the Contractor reasonable access to the computer system on which the Licensed Program resides, and shall provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

9601-5 03 (01/12/92) Updates

During the Software Support Period, the Contractor shall provide Canada, at no additional cost, with all enhancements, extensions or other modifications to the Licensed Software (herein collectively called "Updates") when such enhancements, extensions or other modifications are developed or published by the Contractor or its licensor and made generally available to other licensees of the Licensed Software at no additional cost. All Updates shall become part of the Licensed Software and shall be subject to the terms and conditions of Canada's license with respect to the Licensed Software.

9601-5 04 (01/12/92) Media

1. All Software Error corrections and Updates shall be provided by the Contractor to Canada on Media which are free of defects and of computer viruses, and which are compatible with the computer system on which the Licensed Programs are installed.

2. Title to Media provided to Canada in the performance of the software support services shall vest in Canada upon delivery to and acceptance thereof by or on behalf of Canada. "Media", for the purposes of this subsection, does not include the Licensed Software stored on the Media.

9601-5 05 (01/12/92) New Releases

During the Software Support Period, the Contractor shall keep Canada informed of, and make available to Canada through separate license agreements, all new Releases of the Licensed Software. "Releases", for the purposes of this section, means enhancements or modifications to the Licensed Software or new modules or supplementary modules that function in conjunction with the Licensed Software, that represent the next generation of Licensed Software, and which the Contractor or its licensor has decided to make available to its customers only for an additional charge. The Contractor shall make any new Releases available to Canada at the same time as it makes them available to its other customers and on substantially the same terms and conditions as set out in Canada's license with respect to the Licensed Software.

9601-5 06 (01/12/92) Hotline Service

Where the Contract provides for hotline services, the Contractor shall provide Canada remote access to the Contractor's personnel, to help Canada in answering questions with respect to the Licensed Software, during the hours specified in the Contract, or if not otherwise specified, during the hours of 8:00 a.m. to 5:00 p.m., local time at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at such site. Canada's access to the Contractor's personnel shall include both telephone access and access by means of the Contractor's electronic mail service if and when made available by the Contractor, provided, however, that all costs incurred by Canada in the use of telephone and terminal equipment shall be the responsibility of Canada. By notice in writing to the Contractor, Canada shall appoint a user representative or representatives who shall be the only individuals entitled to access the hotline on behalf of Canada. Canada may change any such appointment by subsequent notice to the Contractor.

9601-5 07 (01/12/92) Support Charges and On-site Services

Except as otherwise expressly provided in the Contract, the monthly or yearly support charge specified in the Contract is inclusive of all software support services described in the Contract except for on-site Software Error correction services. The Contractor shall provide on-site services, when requested by the Technical Authority, at the hourly or daily labour rates specified in the Contract. Reasonable travel and living costs incurred by the Contractor in connection with on-site services, if approved in advance by the Technical Authority, shall be reimbursed to the Contractor in accordance with the guidelines specified in the Contract, or, if no guidelines are specified, in accordance with applicable Treasury Board guidelines. All such pre-approved costs shall be invoiced to Canada as a separate charge and may include a reasonable administrative overhead thereon, but shall not include any element of profit thereon.

9601-5 08 (01/12/92) Canada's Responsibilities

1. Unless otherwise provided in the Contract, Canada shall maintain, for the Software Support Period, a modem and associated dial-up telephone line for use in connection with the software support services. Canada shall be responsible for installation, maintenance and use of such equipment and associated telephone charges. The Contractor may use the modem and telephone line in connection with the provision of the software support services.
2. Unless otherwise provided in the Contract, Canada shall be responsible for installation of all Software Error corrections and Updates.

3. Canada shall not modify the Licensed Software during the Software Support Period without the prior approval of the Contractor, which approval shall not be unreasonably withheld.
4. Canada shall protect data from loss by implementing back-up procedures.

9601-5 09 (01/12/92) Excluded Services

1. The Contractor is not obligated to correct a failure of the Licensed Programs to operate in accordance with the Specifications if the failure results from:
 - (a) use of the Licensed Software by Canada other than in accordance with Canada's license;
 - (b) conditions resulting from the use of hardware or software that is supplied by a person other than the Contractor or a Subcontractor and that is not in accordance with the Specifications;
or
 - (c) modifications to the Licensed Software other than as approved by the Contractor or a Subcontractor.

9601-5 10 (01/12/92) Termination for Convenience

1. The section of the General Conditions entitled "Termination for Convenience" does not apply to the support services for the Licensed Software. This section applies in lieu thereof.
2. Notwithstanding anything contained in the Contract, the Minister may, at any time during the Software Support Period, by giving 30 days prior notice to the Contractor (hereinafter sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the software support services. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall continue to perform such part or parts of the software support services as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the software support services not terminated by any previous termination notice.
3. In the event of a termination notice being given pursuant to subsection 2, the Contractor shall be entitled to be paid, on the basis of the Contract Price, for all software support services terminated by the termination notice and performed to the date of termination, but only to the extent that costs have been reasonably and properly incurred for the purposes of performing the software support services and only to the extent that the Contractor has not already been so paid or reimbursed by Canada. If the date of termination falls on a day other than the last day of a calendar month (in the case of a monthly support charge) or on a day other than the last day of the support year (in the case of a yearly support charge), the charge for the month or year in which termination occurs will be a portion of the specified monthly or yearly charge determined by multiplying the number of days in the month or year to the date of termination by 1/30 or 1/365 of the specified monthly or yearly charge, as the case may be. In the case of an advance payment, the Contractor shall refund the unliquidated portion of the specified monthly or yearly support charge to Canada upon written demand from the Contracting Authority. The unliquidated portion of the support charge shall be determined using the formula set out above in this subsection.
4. The Contractor shall have no claim for damages, compensation, loss of profits, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

9601-6 00

(10/12/01)

**Contractor to Own Intellectual Property Rights in Foreground
Information****Public Works and Government Services Canada**

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Contractor to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Foreground Information
- 05 License to Intellectual Property Rights in Background Information
- 06 Right to License
- 07 Transfer of Intellectual Property Rights in Foreground Information
- 08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- 09 Access to Information; Exception to Contractor Rights
- 10 Waiver of Moral Rights

9601-6 01 (25/05/01) Interpretation**1. In the Contract,**

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other supplier of the Contractor;

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

2. Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
3. In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
4. The General Conditions are amended by deleting the section entitled "Copyright" in its entirety.

9601-6 02 (25/05/01) Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

9601-6 03 (25/05/01) Contractor to Own Intellectual Property Rights in Foreground Information

1. Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
3. (a) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (b), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
- (b) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
 - (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
 - (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
4. Notwithstanding subsections 1, 2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that minister agree to grant such a license, it shall be on terms

and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

7. The Contractor may apply to the minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

9601-6 05 (10/12/01) License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada, in relation to any custom-designed or custom-manufactured part of the Work, a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
 - (a) for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
 - (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but in the case of paragraph (b), only if the Contractor is unable or unwilling to provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 1 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms.
3. Canada may wish to award contracts to third party contractors under subsection 1, and such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
4. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsection 1 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the

Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

9601-6 06 (10/12/01) Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain, without delay, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and the Background Information as required by the Contract.

9601-6 07 (25/05/01) Transfer of Intellectual Property Rights in Foreground Information

1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

9601-6 08 (25/05/01) Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information

1. In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.

2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

9601-6 09 (25/05/01) Access to Information; Exception to Contractor Rights

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Notwithstanding subsection 1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any Intellectual Property Rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

9601-6 10 (25/05/01) Waiver of Moral Rights

1. The Contractor shall obtain a written permanent waiver of moral rights (as this term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of moral rights to the Minister.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

9601-7 00 (10/12/01) Canada to Own Intellectual Property Rights in Foreground Information

Public Works and Government Services Canada

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights

9601-7 01 (25/05/01) Interpretation**1. In the Contract,**

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"General Conditions" means General Conditions - Long Form, DSS-MAS 9601;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

- 2.** Words and expressions defined in the General Conditions and used in these Supplemental General Conditions shall have the meanings assigned to them in the General Conditions.
- 3.** In the event of any inconsistency between the General Conditions and these Supplemental General Conditions, the applicable provisions of these Supplemental General Conditions shall prevail.
- 4.** The General Conditions are amended by deleting the section entitled "Copyright" in its entirety.

9601-7 02 (25/05/01) Disclosure of Foreground Information

- 1.** The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

9601-7 03 (25/05/01) Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3.
 - (a) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (b), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
 - (b) For greater certainty and without limiting paragraph 3(a), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

9601-7 04 (10/12/01) License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada, in relation to any custom-designed or custom-manufactured part of the Work, a non-exclusive, perpetual, irrevocable, worldwide, fully-paid

and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but in the case of paragraph (b), only if the Contractor is unable or unwilling to provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada for a purpose set out in subsection 1 shall apply only to source code that is within the control of or can be obtained by the Contractor or any Subcontractor, and in that event the Contractor shall, if requested by Canada, make the source code available to Canada within reasonable delivery times and on reasonable other commercial terms.
3. Canada may wish to award contracts to third party contractors under subsection 1, and such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
4. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsection 1 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

9601-7 05 (10/12/01) Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain, without delay, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

9601-7 06 (25/05/01) Access to Information; Exception to Contractor Rights

1. Subject to the *Access to Information Act*, R.S.C., c. A-1, and to any right of Canada under the Contract to release or disclose, Canada shall not release or disclose outside the Government of

Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

9601-7 07 (25/05/01) Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

LAB-180 00 (12/05/00) Labour Conditions - Fair Wages and Hours of Labour

Public Works and Government Services Canada

- 01 Interpretation
- 02 General Fair Wage Clause
- 03 Hours of Work
- 04 Labour Conditions to be Posted
- 05 The Contractor to Keep Records which are to be Kept Open for Inspection
- 06 Departmental Requirements before Payment made to Contractor
- 07 Authority to pay Wages in the Event of Default by the Contractor
- 08 Conditions of Subcontracting
- 09 Non-discrimination in Hiring and Employment of Labour

LAB-180 01 (12/05/00) Interpretation

1. In these Conditions

"*Act*" means the Fair Wages and Hours of *Labour Act*;

"*Regulations*" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;

"*Contract*" means the contract of which these Labour Conditions are part;

"*Contracting Authority*" means the department of Government or a crown corporation with whom the contract is made;

"*Contractor*" means the person who has entered into the contract with the contracting authority;

"*Regional Director*" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;

"*Inspector*" has the meaning assigned to the term by Part III of the Canada Labour Code.

"*Minister*" means the Minister of Labour of Canada;

"*persons*" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract;

LAB-180 02 (12/05/00) General Fair Wage Clause

1. All persons in the employ of the *Contractor*, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the *Contract*, shall during the continuance of the work:
 - (a) be paid fair wages that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and
 - (b) in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources Development in the Fair Wage Schedules which form a part of this *Contract* as Appendix A to these Labour Conditions; and
 - (c) for contracts covering work performed in the province of Quebec, be paid at least the wage rates established by that province for the purposes of the Quebec "Construction Decree".
2. Where there is no wage rate in the schedules referred to in 1. for a particular character or class of work, the *Contractor* shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.
3. Where during the term of the *Contract*, the *Contractor* receives notice from the *Contracting Authority* of any change in wage rates, the *Contractor* shall pay not less than the changed wage rate beginning on the first day after receipt, by the *Contractor*, of the notice of the change in wage rates.

LAB-180 03 (12/05/00) Hours of Work

1. The hours of work in a day and in a week of *persons* employed in the execution of the *Contract*, including the hours of work in excess of which a person shall be paid overtime at a rate at least

equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from time to time in an Act of that province.

2. The daily or weekly hours of work referred to in paragraph 1. may be exceeded in accordance with the applicable provincial law.

LAB-180 04 (12/05/00) Labour Conditions to be Posted

For the information and the protection of all *persons*, the *Contractor* agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the *Contract* is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and a copy of the applicable Fair Wage Schedules along with any subsequent changes.

LAB-180 05 (12/05/00) The Contractor to Keep Records which are to be Kept Open for Inspection

1. The *Contractor* agrees to keep books and records showing the names, addresses, classifications of employment and work of all workers employed under the *Contract*, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.
2. The *Contractor* also agrees that the *Contractor's* books, records and premises will be open at all reasonable times for inspection by an *Inspector*.
3. The *Contractor* also agrees to furnish the *Inspector* and the *Contracting Authority*, on request, with such further information as is required to ascertain that the requirements of the *Act*, the *Regulations* and the *Contract* with respect to wages, hours of work and other labour conditions have been complied with.

LAB-180 06 (12/05/00) Departmental Requirements before Payment made to Contractor

1. The *Contractor* agrees that the *Contractor* will not be entitled to payment of any money otherwise payable under the *Contract* until the *Contractor* has filed with the *Contracting Authority* in support of a claim for payment a sworn statement:
 - (a) that the *Contractor* has kept the books and records required by these *Regulations*,
 - (b) that there are no wages in arrears in respect of work performed under the *Contract*, and
 - (c) that to the *Contractor's* knowledge, all the conditions in the *Contract* required by the *Act* and the *Regulations* have been complied with.
2. The *Contractor* also agrees that, where fair wages have not been paid by the *Contractor* to *persons* employed under the *Contract*, the *Contracting Authority* shall withhold from any money otherwise payable under the *Contract* to the *Contractor* the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.

LAB-180 07 (12/05/00) Authority to pay Wages in the Event of Default by the Contractor

1. The *Contractor* agrees that where the *Contractor* is in default of payment of fair wages to an employee, the *Contractor* will pay the *Minister* the amount the *Contractor* is in default.
2. The *Contractor* agrees that where the *Contractor* fails to comply with paragraph 1., the *Contracting Authority* will pay to the Receiver General, out of any money otherwise payable to the *Contractor*, the amount for which the *Contractor* is in default.

LAB-180 08 (12/05/00) Conditions of Subcontracting

The *Contractor* and the subcontractor agree that in subcontracting any part of the work contemplated by the *Contract*, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the *Contract* and the requirements set out in Section 4. The *Contractor* further agrees that the *Contractor* will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.

LAB-180 09 (12/05/00) Non-discrimination in Hiring and Employment of Labour

1. The *Contractor* agrees that in the hiring and employment of workers to perform any work under the *Contract*, the *Contractor* will not refuse to employ and will not discriminate in any manner against any person because
 - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the *Contractor* to comply with subparagraph (a) or (b).

LAB-180B 00 (16/02/98) Labour Conditions

Public Works and Government Services Canada

(For use in contracts for the manufacture and supply of articles and things)

- 01 Fair Wages and Hours Provisions
- 02 Fair Wages Provisions to be Posted
- 03 Contractor to Keep Records which are to be Open for Inspection
- 04 Premises and Work to be Kept Open for Inspection
- 05 Conditions of Subcontracting
- 06 Workmen to be Residents of Canada
- 07 Departmental Requirements before Payments made to Contractor
- 08 Authority to Pay Wages in Event of Default by Contractor
- 09 Non-discrimination Provision

LAB-180B 01 (06/91) Fair Wages and Hours Provisions

1. All workmen, labourers, or other persons who perform labour in the construction of the work hereby contracted for, shall be paid such wages as are generally accepted as current from time to time during the continuance of the contract for competent workmen in the district in which the work is being performed for the character or class of work in which they are respectively engaged, and if there be no current rate in such district, then a fair and reasonable rate. In no event shall the wages for the particular classification or classifications of labour concerned be less than those established by statute or regulation of the province in which the work is being performed.
2. The working hours shall be those fixed by the custom of the trade as respects hours in the district where the work is carried on, or if there be no custom of the trade as respects hours in the district, then fair and reasonable hours, except for the protection of life and property, or on due cause shown to the satisfaction of the Minister of Labour.
3. Where there are special circumstances which in the judgment of the Minister of Labour make it expedient that he should do so he may decide what are the current or fair and reasonable rates of wages for overtime, and what is the proper classification of any work for the purposes of wages and hours. Immediately upon receipt of notice of any decision of the Minister of Labour hereunder the contractor shall adjust the wages and hours and classification of work so as to give effect to such decision. In the event of a dispute arising as to what is the current or a fair and reasonable rate of wages, or what are the current hours fixed by the custom of the trade or fair and reasonable hours or as to rates for overtime it shall be determined by the Minister of Labour, whose decision shall be final; payment may also be withheld of any moneys which would otherwise be payable to the contractor until the Minister of Labour's decision has been complied with.

By the term "current wages" and the term "hours of labour fixed by the custom of the trade", in the foregoing, are meant respectively the standard rates of wages and hours of labour either recognized by signed agreements between employers and workmen in the district from which the labour required is necessarily drawn or actually prevailing, although not necessarily recognized by signed agreements.

LAB-180B 02 (06/91) Fair Wages Provisions to be Posted

The contractor shall post and keep posted in a conspicuous place on the premises where the contract is being executed, occupied or frequented by the workpeople, the foregoing fair wages provisions for the protection of the workpeople employed.

LAB-180B 03 (06/91) Contractor to Keep Records which are to be Kept Open for Inspection

The contractor shall keep proper books and records showing the names, ages, trades and addresses of all workmen in his employ and the wages paid to and time worked by each workman and the books and documents containing such records shall be open for inspection by a Fair Wages Officer of the Government at any time it may be expedient to the Minister of Labour to have the same inspected.

LAB-180B 04 (06/91) Premises and Work to be Kept Open for Inspection

The contractor's premises and the work being performed under this contract shall be open for inspection at all reasonable times by any officer authorized by the Minister of Labour for this purpose; all such premises shall be kept by the contractor in sanitary condition.

LAB-180B 05 (06/91) Conditions of Subcontracting

With a view to avoidance of any abuses which might arise from the subletting of contracts it shall be understood that subletting is prohibited unless the approval of the Minister is obtained; subcontractors shall be bound in all cases to conform to the Conditions of the main contract, and the main contractor shall be held responsible for strict adherence to all contract conditions on the part of subcontractors; the contract shall not, nor shall any portion thereof be transferred without the written permission of the Minister; no portion of the work to be performed shall be done at the homes of the workpeople, or, except as specially provided for under legislative authority, by inmates of penal institutions.

LAB-180B 06 (06/91) Workmen to be Residents of Canada

All workmen employed upon the work comprehended in and to be executed pursuant to this contract shall be residents of Canada, unless the Minister is of opinion that Canadian labour is not available or that special circumstances exist which would render it contrary to the public interest to enforce this provision.

LAB-180B 07 (06/91) Departmental Requirements before Payments made to Contractor

1. The contractor shall not be entitled to payment of any money which would otherwise be payable under the terms of the contract in respect of work and labour performed in the execution of the contract unless and until he shall have filed in the office of the Minister in support of his claim for payment a statement attested by statutory declaration showing:
 - (a) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
 - (b) whether any wages in respect of the said work and labour remain in arrears;
 - (c) that all the labour conditions of the contract have been duly complied with; or, in the event of notice from the Minister of Labour of claims for wages, until the same are adjusted. The contractor shall also from time to time furnish to the Minister such further detailed information and evidence as the Minister may deem necessary in order to satisfy him that the Conditions herein contained to secure the payment of fair wages have been complied with, and that the workmen so employed as aforesaid upon the portion of the work in respect of which payment is demanded have been paid in full.

LAB-180B 08 (06/91) Authority to Pay Wages in Event of Default by Contractor

In the event of default being made in payment of any money owing in respect of wages of any workman employed on the said work, and if a claim therefor is filed in the office of the Minister and proof thereof satisfactory to the Minister is furnished, the said Minister may pay such claim out of the moneys at any time payable by Her Majesty under said contract and the amount so paid shall be deemed payments to the contractor.

LAB-180B 09 (06/91) Non-discrimination Provision

1. In the hiring and employment of workmen to perform any work under this contract, the contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - (a) of that person's race, national origin, colour, religion, age, sex or marital status,
 - (b) of the race, national origin, colour, religion, age, sex or marital status of any person having any relationship or association with that person, or

(c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the contractor to comply with subparagraph (a) or (b).

2. If any question arises at any time as to whether or not there has been a failure on the part of the contractor to comply with the provisions of this clause, the Minister or Deputy Minister of Labour or any other person designated by the Minister of Labour for the purpose shall decide the question, subject to subsection 5, and his decision shall be final for the purpose of this contract.
3. The contractor shall make available to the Minister or Deputy Minister of Labour or any person instructed by the Minister or Deputy Minister of Labour to inquire into any complaint of non-compliance with the provisions of this clause or to otherwise make inquiries as to compliance by the contractor with the provisions thereof, his books and records and shall furnish to him such additional information as is required by him for the purposes of the inquiry.
4. Failure of the contractor to comply with any of the provisions of this clause shall constitute a material breach of the contract.
5. If the contractor is dissatisfied with a decision under subsection 2 of this clause, he may, within thirty days after the decision was made, request the Minister of Labour to refer the question to a judge, and thereupon the Minister of Labour shall refer the question to a judge of a superior, county or district court, whose decision is final for the purposes of this contract.

Section 5

STANDARD PROCUREMENT CLAUSES

STANDARD PROCUREMENT CLAUSES

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NOTE: Readers will note that "REMARKS" have been provided for many clauses. These Remarks are intended to serve as a quick reference for procurement officers regarding the recommended use of certain clauses. The use of a particular clause in a solicitation or contractual document is determined by the procurement officer after an examination of the specific requirement and any special circumstances which surround it.

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Section 5

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contract documents in conjunction with clauses A0000T, "Standard Instructions and Conditions" and K0000D, "Conditions". For Standing Offers, refer to clause M0000C.

A0000C (13/12/02) Standard Instructions and Conditions

Terms and Conditions of the Contract

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.
 - (b) the Conditions set out in part B of the Standard Instructions and Conditions DSS-MAS _____ (_____), of the *Standard Acquisition Clauses and Conditions Manual*, are hereby incorporated by reference into and form part of this Contract.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual*, issued by Public Works and Government Services Canada (PWGSC).

A hard copy of the SACC Manual (Catalogue No. P60-4/1) is available through your local book seller or by mail from:

Canadian Government Publishing
Communication Canada
Ottawa, Ontario K1A 0S9

Telephone: (819) 956-4800
Fax: (819) 994-1498
Orders only: 1-800-635-7943

An electronic version is also available at the following PWGSC Website: <http://www.pwgsc.gc.ca/sacc>.

A0000C (24/05/02) Standard Instructions and Conditions

Effective 13/12/02, this clause is superseded by A0000C.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0000D (01/12/92) Standard Instructions and Conditions

Effective 29/10/93, this clause is superseded by A0000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations in conjunction with clauses A0000C, "Standard Instructions and Conditions" and K0000D, "Conditions". Contracting officers are to specify, where indicated, the applicable set of Standard Instructions and Conditions, including title, number and date. For Standing Offers, refer to clause M0000T.

A0000T (13/12/02) Standard Instructions and Conditions

Terms and Conditions of Solicitation and Resulting Contract

1. Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16,
 - (a) the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this bid solicitation and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.
 - (b) the Conditions set out in Part B of Standard Instructions and Conditions, DSS-MAS _____ (_____), of the *Standard Acquisition Clauses and Conditions* Manual, are hereby incorporated by reference into and form part of this solicitation. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by such instructions.

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

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A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0000T (24/05/02) Standard Instructions and Conditions

Effective 13/12/02, this clause is superseded by A0000T.

A0001T (01/12/92) Survey of Facilities

Effective 31/03/95, this clause is superseded by A0020T.

A0002C (01/06/91) Recoupment Charges - Defence Supplies

This clause is cancelled effective 29/10/93.

A0002T (01/06/91) Recoupment Charges - Defence Supplies

This clause is cancelled effective 29/10/93.

A0003T (01/06/91) Evaluation Criteria and Relative Weights

This clause is cancelled effective 31/03/95.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0004T (01/05/93) GATT - Notice to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The procurement officer must edit the clause as required by the situation.

A0005T (12/05/00) Evaluation Criteria - Goods

1. The following factors will be taken into consideration in the evaluation of each bid:

- (a) Technical compliance;
- (b) Delivery requirement;
- (c) Inspection requirement;
- (d) Packaging requirement;
- (e) Descriptive literature (where applicable);
- (f) Transportation costs (where applicable);
- (g) Compliance with proposed pricing methods;
- (h) Price;
- (i) Acceptance of PWGSC terms and conditions as mentioned in the bid solicitation;
- (j) Completion of the solicitation.

A0005T (31/03/95) Evaluation Criteria - Goods

A0006T (01/12/00) Request for Proposal

This clause is cancelled effective 13/12/02.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0006T (29/10/93) Request for Proposal

Effective 01/12/00, this clause is superseded by A0006T.

A0007T (01/04/92) FTA - Notice to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

A0008T (01/04/92) GATT - Notice to Suppliers

Effective 01/05/93, this clause is superseded by A0004T.

A0009T (01/06/91) Instructions to Suppliers

This clause is cancelled effective 01/12/92.

A0010T (01/06/91) Instructions to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0011T (13/12/02) Work Schedule

1. With its bid, the Bidder must provide a realistic target date for each of the following significant events:
 - (a) _____;
 - (b) _____;
 - (c) _____;
 - (d) _____;
 - (e) _____;
 - (f) _____;
 - (g) _____.
 2. The Bidder selected to carry out the Work will be required to provide to the Minister and the Inspector a detailed bar chart work schedule two (2) weeks after award of Contract. This schedule must highlight the specific dates for the events listed above and all items listed in the _____ as well as the trials. Furthermore, the schedule is to be regularly updated and available in the Contractor's office for review by the Crown's authorities to determine the progress of the Work.
-

A0011T (01/06/91) Work Schedule

Effective 13/12/02, this clause is superseded by A0011T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in competitive bid solicitations.

A0012T (13/12/02) Communications - Solicitation Period

1. To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the award date, are to be directed **only** to the individual named on page one (1) of the bid solicitation. Enquiries and other communications are **not** to be directed to any other government official(s). Failure to comply with this paragraph 1 will (for that reason alone) result in disqualification of your bid.
2. Enquiries must be **in writing**.
3. Enquiries must be received no less than _____ calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the bid closing date.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

4. To ensure consistency and quality of information provided to bidders with respect to significant enquiries received, and the replies to such enquiries, any information will be provided simultaneously to bidders to which this solicitation has been sent, without revealing the sources of the enquiries.
-

A0012T (12/05/00) Enquiries - Solicitation Stage

Effective 13/12/02, this clause is superseded by A0012T.

A0013T (01/06/91) Invitation to Submit Proposal

Effective 29/10/93, this clause is superseded by A0006T.

A0014T (01/06/91) Unscheduled Work and Evaluation Price

Effective 01/12/92, this clause is superseded by C0417T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. THIS CLAUSE IS TO BE USED AS A GUIDE ONLY. Contracting officers must edit the list of criteria and indicate for each whether it is mandatory or desirable as required by the situation. A clause concerning contractor selection method should be included in the bid solicitation.

A0015T (15/12/95) Evaluation of Bids

1. Canada will evaluate the bids received and such evaluation will be based on the following factors:
 - (a) compliance with the terms and conditions of this bid solicitation;
 - (b) the lowest evaluation price for a technically compliant proposal to Canada for the Work, having regard to qualifications, exceptions or alterations to the technical requirements;

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

- (c) assessment of all technical documentation and information for technical compliance;
- (d) delivery date;
- (e) other criteria:

[Procurement officer to list criteria. The number of criteria should be adequate for comparative judgement. They should measure both the competence of the bidder and the worth of the bidder's particular technical approach.]

The former set of considerations would include such factors as those relating to managerial structure, key personnel, prior industrial experience, facilities and financial strength. The latter set would include the proposed work breakdown structure, identification of key technical problems and outlines of solutions, proposed schedule of milestones, quality and time control systems to be employed.]

- 2. Canada reserves the right to reject any bid which does not comply with this solicitation. Any deviation is to be clearly identified and supported with full details.
- 3. Any bidder may be required to demonstrate to Canada's satisfaction that it is capable of successfully completing the Work in accordance with this solicitation. A Liquidated Damages clause may form part of any resulting contract.
- 4. Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the *Access to Information Act*.

A0015T (31/03/95) Evaluation of Bids

Effective 15/12/95, this clause is superseded by A0015T.

A0016T (01/06/91) Notes to Bidders

This clause is cancelled effective 29/10/93.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Procurement officers are to insert the place, time and date for the public bid opening.

A0017T (29/10/93) Public Opening

A public bid opening will be held in _____ (insert place) at _____ (insert time and time zone) on _____ (insert date).

A0017T (01/06/91) Public Opening

Effective 29/10/93, this clause is superseded by A0017T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0018T (24/05/02) Motors - Specifications

1. The Bidder **must** provide the following information on the motor(s) supplied with the equipment quoted on:

- (a) Manufacturer
- (b) Model
- (c) Rating:
 - Horse-power
 - Voltage
 - Phase
 - Type of insulation
- (d) Speed

Electrical components certified by an organization accredited by the Standards Council of Canada:

YES _____ NO _____

A0018T (29/10/93) Motors - Specifications

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0019T (31/01/92) Assessment

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used whenever bidders' status and capabilities form part of the evaluation criteria.

A0020T (31/03/95) Bidder - Information on Capabilities

During the bid evaluation phase and upon Canada's request, the bidder will allow Canada to conduct an evaluation, which may include but not be limited to, bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this bid solicitation. The information must be provided within ten (10) calendar days of the request.

A0021T (01/08/92) Enquiries

Effective 29/10/93, this clause is superseded by A0012T.

A0022T (01/08/92) Enquiries

Effective 01/12/92, this clause is superseded by M0006T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations covering professional services requirements.

A0023T (15/06/98) Presentation of Proposals

(DELETE ALL LINES WITHIN ASTERISKS [**], AS WELL AS THIS INSTRUCTION, WHEN ALL EDITS ARE COMPLETE **)**

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Bidders are required to provide three (3) copies of their bid in two separate parts, as follows:

- Technical Proposal
- Proposed Basis of Payment

RULES FOR TECHNICAL PROPOSAL

Your technical proposal should address each of the following elements in the order in which they appear below.

1. Mandatory Requirement

[THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE MANDATORY**]**

2. Requirements Subject to Point Rating

[THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE SUBJECT TO POINT RATING, MAKING SURE THAT THE SCORING METHOD FOR EACH IS INCLUDED IN THE SOLICITATION**]**

REQUIREMENTS

1. Proposed Personnel:

[INCLUDE THE FOLLOWING IF MANDATORY**]**

The proposed project team must include the following categories of personnel, as a minimum:

- (a) The proposed _____ must have a _____ (degree, certificate, etc).
- (b) The proposed _____ must have a minimum of _____ years experience in _____.
- (c) The personnel proposed must have participated in _____ project(s) similar in scope to this requirement.

[INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING**]**

- (a) Specify educational attainments possessed by _____.
- (b) Specify number of years of experience in _____ possessed by _____.
- (c) Specify number of projects similar in scope to this requirement in which _____ has acted in a comparable capacity.

[THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE**]**

In order to demonstrate that the proposed personnel possess the qualifications specified above, bidders (should/must) provide:

- (a) detailed résumés for each person proposed stating the individual's education, work history and other relevant details, which clearly indicate that the individual meets the qualifications. Failure to provide sufficient details may result in your bid being evaluated as non-responsive;

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

- (b) a list of relevant projects, including a brief description of the project, the responsibilities of each of the personnel proposed, the project duration, the dollar value and the client from whom the work was done.

The following certification MUST form part of any bid:

CERTIFICATION

"We hereby certify that all the information provided in the attached résumés and supporting material, particularly as this information pertains to education achievements, experience and work history, has been verified by us to be true and accurate. We further certify that, should we be awarded a contract, the personnel proposed will be available to perform the tasks described herein, as and when required by the Project Authority."

Signature of Authorized
Company Official

Date

2. Firm's experience and expertise

[**INCLUDE THE FOLLOWING IF MANDATORY**]

The firm must have completed _____ projects similar in scope to the requirement defined herein.

[**INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING**]

State the number of projects similar in scope to the requirement defined herein: _____ projects

[**THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE**]

In order to demonstrate that the firm possesses the required qualifications, bidders (should/must) provide a list of relevant projects completed, including a brief description of each project, the responsibilities of the firm, the project duration, the dollar value and the client for whom the work was performed.

3. Approach and methodology

[**THIS REQUIREMENT IS ALWAYS SUBJECT TO A POINT RATING AND MUST BE INCLUDED IN THE SOLICITATION**]

This section must outline the comprehensive approach to be followed in completing all aspects of the Scope of Work. A detailed work plan, outlining the methodology, specific activities planned, the timing and associated level of effort by labour category or individual, must be provided for each task specified under the Scope of Work. Sufficient detail is to be provided to allow a complete understanding of how the work is to be carried out. The team organization and the responsibilities of each team member must also be described.

The information provided in a bid will also be used to assess the bidder's understanding of the problems and objectives of this requirement.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

4. Corporate name

[**THIS REQUIREMENT IS ALWAYS MANDATORY FOR A BIDDER THAT IS INCORPORATED**]

The bid must contain a statement giving the date and jurisdiction under which the bidder was legally incorporated and the current percentage of Canadian ownership.

A0023T (31/03/95) Presentation of Proposals

Effective 15/06/98, this clause is superseded by A0023T.

A0024D (01/08/92) Presentation of Offers

Effective 01/12/92, this clause is superseded by M0007T.

A0025C (31/01/92) Basis of Selection

This clause is cancelled effective 29/10/93.

A0026D (01/08/92) Basis of Selection

Effective 01/12/92, this clause is superseded by M0008T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0027D (29/10/93) Format and Content of Proposal

1. Three (3) copies of your proposal are required. It must be presented in the following three parts:
 - (a) Request for Proposal (RFP) document:
Duly completed and signed.
 - (b) Technical Proposal:
Your technical proposal addressing each of the criteria specified in this RFP by clause and subclause.
 - (c) Cost Proposal:
Your cost proposal addressing each of the cost elements specified in this RFP.
-

A0027D (31/01/92) Format and Content of Proposal

Effective 29/10/93, this clause is superseded by A0027D.

A0028D (31/01/92) Completion of Proposal

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0029T (29/10/93) Evaluation of Proposals

1. Proposals will be assessed using the criteria specified herein based on the information the Bidder has been asked to provide in its proposal, namely:
 - (a) Technical Proposal
 - (b) Proposed Basis of Payment

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0029T (01/08/92) Evaluation of Proposals

Effective 29/10/93, this clause is superseded by A0029T.

A0030T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0034T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when selection will be on the basis of the lowest priced bid meeting mandatory minimum requirements only.

A0031T (31/03/95) Basis of Selection

To be considered responsive, a bid must meet all of the mandatory requirements of this solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration. The lowest priced responsive bid will be recommended for award of a contract or issuance of a standing offer, as the case may be.

A0031T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0031T.

A0032T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0035T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0033T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0036T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Use the following clause when the evaluation will be done using mandatory minimum requirements and point rating where the selection will be on the basis of the lowest-priced responsive bid. In the first blank, contracting officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0265T.

A0034T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria specified in this solicitation, which are subject to point rating. The rating is performed on a scale of _____ points.
 2. Bids not meeting (a) or (b) above will be given no further consideration. The lowest priced responsive bid will be recommended for award of a contract or issuance of a standing offer, as the case may be.
-

A0034T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0034T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the evaluation will be done using mandatory minimum requirements and point rating where the selection will be on the basis of the best overall value. In the first blank, contracting officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0270T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0035T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria which are subject to point rating specified in this solicitation. The rating is performed on a scale of _____ points.
 2. Bids not meeting (a) or (b) above will be given no further consideration. Neither the responsive bid that scores the highest number of rated points nor the one that contains the lowest price will necessarily be accepted. The responsive bid with the lowest price per rated point will be recommended for award of a Contract or issuance of a standing offer, as the case may be.
-

A0035T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0035T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the evaluation will be done using mandatory minimum requirements and point rating and where the selection will be on the basis of the highest rated technical proposal. This clause must be used in conjunction with A0200T or similar clause. In the first blank, procurement officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. Consideration should be given to using this clause in conjunction with A0210T Maximum Funding, or some other clause which indicates to prospective bidders the level of effort required. An alternate clause to this could be A0275T.

A0036T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria which are subject to point rating. The rating is performed on a scale of _____ points.
 2. Bids not meeting (a) or (b) above will be given no further consideration. The responsive bid that scores the highest number of rated points will be recommended for award of a contract or issuance of a standing offer, as the case may be, provided that the estimated total price does not exceed the funds available for this requirement.
-

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0036T **(31/01/92)** **Basis of Selection**

Effective 31/03/95, this clause is superseded by A0036T.

A0037T **(13/12/99)** **Instructions to Proposers**

Effective 12/05/00, this clause is superseded by A0012T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations covering air charters for the transportation of goods and passengers.

A0038T **(13/12/02)** **Air Transport**

1. In the operation of the service described herein, the Carrier shall comply with the provisions of the *Canada Transportation Act, 1996*, the *Aeronautics Act* and with all directions, orders, rules and regulations made thereunder which are applicable to the said service.
 2. The pilot-in-command of the aircraft shall receive and act upon instructions given by the authorized representative of the Charterer in respect of the scheduling and operational use of the Carrier's aircraft, subject to the serviceability of the aircraft and weather conditions.
 3. When, for safety or other reasons, the Carrier or pilot-in-command temporarily suspends a flight or any portion of the specified service, the Charterer shall have the right to demand a written statement of cause.
 4. The aircraft provided for the purpose of this charter shall be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en route and destination; and with an Emergency Locator Transmitter (ELT).
-

A0038T **(29/10/93)** **General Specifications**

Effective 13/12/02, this clause is superseded by A0038T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0039T (01/08/92) Basis for Selection of Carrier

Effective 29/10/93, this clause is superseded by A0031T.

A0040T (01/08/92) Basis of Selection of Carrier

Effective 01/12/92, this clause is superseded by M0009T.

A0041T (01/08/92) Technical Proposal

This clause is cancelled effective 31/03/95.

A0041T (31/01/92) Technical Proposal

Effective 01/08/92, this clause is superseded by A0041T.

A0042T (01/08/92) Technical Proposal

Effective 01/12/92, this clause is superseded by M0010T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0043T (29/10/93) Facility Evaluation

The Carrier agrees that, for the purpose of evaluating its proposal, representatives of the Crown may conduct, as deemed necessary, a survey of its facilities, technical capabilities, and financial status, to determine if they are adequate to ensure the proper performance of any work described herein. The Carrier hereby agrees to make its facilities available for this purpose.

A0043T (31/01/92) Facility Evaluation

Effective 29/10/93, this clause is superseded by A0043T.

A0044T (31/01/92) Facility Evaluation

Effective 01/12/92, this clause is superseded by M0011T.

A0045D (31/01/92) Offer Cost

Effective 01/12/92, this clause is superseded by M0012T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for solicitation and contract documents covering air charter services for specialty air charters.

A0046D (13/12/02) Rules, Orders and Regulations

The Carrier shall comply with the provisions of the *Canada Transportation Act*, 1996, the *Aeronautics Act*, and with all directions, orders, rules and regulations made thereunder which are applicable to the said service. In particular, the Carrier must hold a valid Operating Certificate issued by Transport Canada.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0046D **(29/10/93)** **Rules, Orders and Regulations**

Effective 13/12/02, this clause is superseded by A0046D.

A0046T **(31/01/92)** **Rules, Orders, and Regulations**

Effective 29/10/93, this clause is superseded by A0046D.

A0047D **(31/01/92)** **Notes to Proposer**

This clause is cancelled effective 29/10/93.

A0048T **(01/05/96)** **Notice to Bidders**

This clause is cancelled effective 03/02/97.

A0048T **(01/06/94)** **Notice to Bidders - GATT and NAFTA**

Effective 01/05/96, this clause is superseded by A0048T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0049D (31/03/95) Recoupment Charges - Defence Supplies

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations issued by Department of Public Works and Government Services headquarters.

A0050T (03/02/97) Bid Receiving/Return Address (HQ)

Bids must be submitted to the following address:

Bid Receiving Unit
Department of Public Works and Government Services
Level 0A1, Phase III
11 Laurier Street
Hull, Quebec K1A 1C9

Fax No.: (819) 997-9776

A0050T (31/03/95) Bid Receiving/Return Address (HQ)

Effective 03/02/97, this clause is superseded by A0050T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations issued by Department of Public Works and Government Services regional offices.

A0051T (23/11/98) Bid Receiving/Return Address

Bids must be submitted to the address indicated on page 1 of this bid solicitation.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0051T (31/03/95) **Bid Receiving/Return Address**

Effective 23/11/98, this clause is superseded by A0051T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0052T (15/12/95) **Offer Cost**

No payment shall be made for costs incurred in the preparation and submission of your offer in response to this request.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0053T (01/05/96) **Format, Numbering System**

It is requested that the Bidder's proposal use a numbering system corresponding to that of the Request For Proposal (RFP) and Statement of Work. All references to descriptive material, technical manuals and brochures must be included in the Bidder's proposal.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0054T (21/06/99) **Proposal Format**

It is required that proposals follow the response format/instructions as detailed herein.

The medium for all proposal data is 8½ x 11 inch bond paper.

A0054T (01/05/96) **Proposal Format**

Effective 21/06/99, this clause is superseded by A0054T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0055T (01/05/96) Proposal

1. Bidders must provide _____ copies of their proposal in three (3) separate parts, as follows:
 - (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) Certifications.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the technical evaluation requires compliance with mandatory requirements and further evaluation subject to point rating.

A0056T (01/05/96) Technical Proposal Evaluation

The Technical Proposal shall be divided in two (2) separate parts, as follows:

1. Mandatory Requirements
2. Requirements Subject to Point Rating

1. Mandatory Requirements

Proposals will be examined to determine their compliance with the mandatory requirements as detailed in the attached Appendix/Annex "_____". Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Only proposals found to meet the mandatory requirements will be further evaluated in accordance with the evaluation criteria subject to point rating.

2. Requirements Subject to Point Rating

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in the attached Appendix/Annex "_____".

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0057T (01/05/96) Technical Proposal

Mandatory Requirements:

Proposals will be examined to determine their compliance with the mandatory requirements as detailed in the attached Appendix/Annex "_____". Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when bidders are required to propose firm per diem rates for personnel for the contract period and option period(s).

A0058T (01/05/96) Financial Proposal

This section of the proposal shall include a cost summary of the services requested or required.

Indicate a firm per diem rate(s) for the proposed personnel for the period of the proposed Contract, and for any applicable option period(s) as indicated in Article _____, Basis of Payment.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the bidder is required to propose a firm lot price for the work and price breakdown for milestones\deliverables.

A0059T (01/12/00) Financial Proposal

This section of the proposal shall include a cost summary of the services requested or required.

Indicate a firm lot price for the proposed work and for any applicable option(s) with a price breakdown tied to each milestone/deliverable as identified in the Statement of Work document, Appendix/Annex "_____". It shall also include the proposed method and schedule of payment where payments are tied to milestones and/or deliverables as specified. The proposal shall also include the level of effort by skill type and cost (firm per diem rates).

A0059T (01/05/96) Financial Proposal

Effective 01/12/00, this clause is superseded by A0059T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0060T (01/05/96) Financial Proposal - Costs

Costs shall not appear in any other area of the proposal except in the financial proposal section.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0061T

(01/05/96)

Evaluation Procedures of Proposals

1. The evaluation of TECHNICAL proposals will be based on the criteria specified in the attached Appendices/Annexes "_____."

2. **Technical Proposal**

TECHNICAL proposals received will be compared separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work.

3. **Evaluation Methodology**

- (a) Only those proposals which satisfy all MANDATORY requirements detailed herein will be further evaluated. IT IS MANDATORY FOR EVALUATION PURPOSES THAT PROPOSALS BE PREPARED IN THE FORMAT DESCRIBED HEREIN. FAILURE TO DO SO SHALL RENDER A PROPOSAL NON-COMPLIANT.

- (b) **Point-Rated Evaluation**

The evaluation process to complete the selection will take place as follows:

- (i) **Mandatory Criteria:**

Bids not meeting ALL mandatory requirements will be eliminated from further consideration.

- (ii) **Point-Rated Evaluation:**

A technical rating, up to the maximum points available as identified in Appendix/Annex "_____", will be assigned by the Evaluation Team to score each rated criterion specified herein.

Any proposal not meeting the minimum points required on each of the rated sections will not be considered any further in the evaluation process.

- (iii) **Cost:**

Cost will be evaluated on the total requirement (Contract period and any applicable option period(s) to extend using all personnel and estimated number of days per professional as stated in "_____) OR (firm lot price for Contract period and any applicable option(s)).

(Contracting officers should insert either "all personnel and estimated number of days..." or "firm lot price...").

Proposals may be accepted in whole or in part, with or without negotiation. It is anticipated that only one Contract will be awarded pursuant to this RFP.

Neither the qualifying proposal which scores the highest number of rating points nor the one which contains the lowest cost estimate will necessarily be accepted.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

The Contract award will be made on the basis of best overall value to Canada in terms of both technical merit and cost. Best overall value is determined by the lowest cost per point as calculated from a ratio of the technical points scored to the price for each compliant proposal evaluated.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when any resulting contract will be issued to the lowest technically responsive bidder.

A0062T (01/05/96) Evaluation Procedures of Proposals

1. The evaluation of TECHNICAL proposals will be based on the criteria specified in the attached Appendices/Annexes "_____".

2. Technical Proposal

TECHNICAL proposals received will be compared separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work.

3. Evaluation Methodology

(a) Only those proposals which satisfy all MANDATORY requirements detailed herein will be further evaluated. IT IS MANDATORY FOR EVALUATION PURPOSES THAT PROPOSALS BE PREPARED IN THE FORMAT DESCRIBED HEREIN. FAILURE TO DO SO SHALL RENDER A PROPOSAL NON-COMPLIANT.

(b) Mandatory Criteria

The evaluation process to complete the selection will take place as follows:

(i) Mandatory Criteria:

Bids not meeting ALL mandatory requirements will be eliminated from further consideration.

(ii) Cost:

Cost will be evaluated on the total requirement (Contract period and any applicable option period(s) to extend using all personnel and estimated number of days per professional as stated in "_____") OR (firm lot price for Contract period and any applicable option(s)).

(Contracting officers should insert either "personnel and estimated number of days..." or "firm lot price...").

Proposals may be accepted in whole or in part, with or without negotiation. It is anticipated that only one Contract will be awarded pursuant to this RFP.

Any resulting Contract will be issued to the Lowest Responsive Bidder.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0063T (01/05/96) Evaluation Procedures of Proposals

1. The Statement of Work and other terms and requirements of the Request for Proposal (RFP) are categorized as MANDATORY and/or INFORMATION. In the event that a mandatory requirement/item cannot be complied with or if it is not supported by proper and adequate detail, the submitted proposal will not receive any further consideration by Canada.
2. Any Contract resulting from this RFP will be issued to the Bidder(s) whose proposal:
 - (a) meets all mandatory requirements; and
 - (b) complies with the General Conditions DSS-MAS 9676 for services OR if not, contains terms and conditions that are acceptable to Canada; and
 - (c) represents the lowest aggregate cost in accordance with Article "_____" of this section.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance of specified equipment when the total cost includes monthly and hourly rates. (This clause should be used with clause A0063T.)

A0064T (15/09/97) Cost Proposal Evaluation

1. If a Contract is issued as a result of this Request for Proposal, it will be issued to the Bidder whose proposal has the LOWEST TOTAL COST over the potential Contract period of ____ months (proposed Contract period is ____ months plus ____ option periods of ____ months).
2. The TOTAL COST will include the following:
 - (a) the monthly rates quoted to provide on-site preventive and remedial maintenance services for the equipment listed in Appendices "____" to "____" during the Principal Period of Maintenance (PPM); AND
 - (b) the hourly rates quoted to provide on-site preventive and remedial maintenance services outside the PPM, as detailed in Appendix "____."

The aggregate of the above will be used to calculate the total cost of the total requirement (the Contract period plus any applicable option periods). This total will then be used for evaluation purposes.

The evaluation of bids will not include the estimated amount of Goods and Services Tax or Harmonized Sales Tax as applicable.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A0064T (01/05/96) Cost Proposal Evaluation

Effective 15/09/97, this clause is superseded by A0064T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance service Requests for Proposal when the costs for items to be maintained will be grouped.

A0065T (15/09/97) Cost Proposal Evaluation

1. A proposal may be accepted in whole or in part and may be accepted on a LOWEST COST PER GROUP OF ITEMS identified below OR GROUPS OF ITEMS OR on a LOWEST AGGREGATE COST basis.
 - (a) Items of Group A are shown in Appendix "_____" attached hereto.
 - (b) Items of Group B are shown in Appendix "_____" attached hereto.
 - (c) Items of Group C are shown in Appendix "_____" attached hereto.
 - (d) Items of Group D are shown in Appendix "_____" attached hereto.

(Contracting Officers should delete those groups that do not apply.)
2. The total cost for each group of items will include the following:
 - (a) the monthly rates quoted to provide on-site preventive and remedial maintenance services for the equipment listed in each group during the Principal Period of Maintenance (PPM); AND
 - (b) the hourly rates quoted to provide on-site preventive and remedial maintenance services outside the PPM, for the equipment listed in each group; AND
 - (c) the hourly rates quoted to provide relocation and installation services during and outside PPM.
3. The aggregate of the above will be used to calculate the total cost for each group of items of the proposal over the following potential Contract periods:
 - (a) For group(s) ____: ____ months (proposed Contract period is ____ months plus two option periods of ____ months).

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- (b) For group(s) ____: ____ months (proposed Contract period is ____ months plus two option periods of ____ months).

(Contracting Officers should indicate the applicable groups).

4. The evaluation of bids will not include the estimated amount of Goods and Services Tax or Harmonized Sales Tax as applicable.
-

A0065T (01/05/96) Cost Proposal Evaluation

Effective 15/09/97, this clause is superseded by A0065T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should be used with clause A0063T, Evaluation Procedures of Proposals.

A0066T (01/05/96) Item Pricing

It is MANDATORY that the bidders submit firm prices/rates for all items listed in Appendices "____" attached hereto.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should be used with clause A0063T, Evaluation Procedures of Proposals.

A0067T (01/05/96) Item Pricing

Bidders may quote on all groups of items or any combination of the groups listed below. However, IT IS MANDATORY that bidders submit prices/rates for all items listed in the group(s) of items quoted by the bidders. The groups of items are as follows:

- (a) Group A: All items listed in Appendix "____"
 - (b) Group B: All items listed in Appendix "____"
 - (c) Group C: All items listed in Appendix "____"
 - (d) Group D: All items listed in Appendix "____"
-

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to detail evaluation criteria in bid solicitations for projects and services requirements. **THIS CLAUSE IS TO BE USED AS A GUIDE ONLY.** Minimum point ratings must be specified for each criterion and/or group of criteria as required by the situation. This is to be done by selecting either (a), (b) or (c) choices as indicated at the beginning of the clause and deleting the (a), (b), or (c) choices that are not applicable. Maximum point ratings must be specified for each group of criteria as appropriate. Criteria which are MANDATORY are to be set out as appropriate within each of the groupings. Use in conjunction with A0265T, A0270T or A0275T.

A0200T (31/03/95) Evaluation Criteria

Each bid will be evaluated and scored in accordance with the following criteria. In order to be considered further, bids must achieve...

[PROCUREMENT OFFICERS ARE TO CHOOSE ONE OF THE FOLLOWING A), B) OR C) CHOICES AND DELETE THE ONES FROM A), B) OR C) THAT ARE NOT APPLICABLE**]**

- (a) the specified minimum points for each rated criterion and group of criteria.
- (b) the specified minimum points for each group of criteria.
- (c) the specified minimum points for the overall bid.

1. TECHNICAL PROPOSAL

(a) MANDATORY CRITERIA:

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) understanding of scope and objectives (_____ points)
- (ii) proposed work feasibility, approach and methodology (_____ points)
- (iii) recognition of problems and adequacy of solutions proposed (_____ points)
- (iv) human resources asserted to be required by bidder:
 - (1) level of competence (_____ points)
 - (2) level of effort (_____ points)
- (v) human resources offered:
 - (1) team organization planned (_____ points)
 - (2) backup offered (_____ points)
- (vi) technical capability of the firm:
 - (1) references on similar work (_____ points)
 - (2) language, systems, software, facilities to be used (_____ points).

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2. MANAGEMENT PROPOSAL

(a) MANDATORY CRITERIA:

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) work plan time schedule (_____ points)
 - (ii) quality/control plan (_____ points)
 - (iii) project manager capability:
 - (1) relevant experience, qualifications (_____ points)
 - (2) references (_____ points)
 - (iv) demonstration of availability of team members and backup (_____ points).
- _____

3. FINANCIAL PROPOSAL

(a) MANDATORY CRITERIA:

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) compliance with proposed pricing methods (_____ points)
 - (ii) acceptance of other proposed terms and conditions as mentioned in the bid solicitation (_____ points)
 - (iii) capability of the bidder to finance the performance of the work (_____ points)
 - (iv) socio-economic factors (Canadian industrial performers, Canadian Content) (_____ points)
- _____

4. GENERAL

(a) MANDATORY CRITERIA:

- (i) compliance with all other bid solicitation mandatory requirements
- _____

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) compliance with other bid solicitation desirable requirements (_____ points)

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5. TOTAL: (maximum _____ points, minimum _____ points).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the bid solicitation requests a technical, management and financial proposal as part of the bid. PROCUREMENT OFFICERS ARE TO DELETE THE LAST SENTENCE OF PARAGRAPH 2 IF NOT REQUIRED.

A0205T (31/03/95) Bids - Form of

The bid must address each of the evaluation criterion in sufficient details to permit evaluation.

The technical proposal shall contain sufficient data sheets and representations to ascertain compliance. A detailed compliance statement on a clause-by-clause basis must be submitted with your proposal.

The bid should contain _____ copies of the technical and management proposal, and, separately, _____ copies of the financial proposal which shall include page 1 of the bid solicitation document duly completed and signed as well as other pages of, annexes to, and forms mentioned in the bid solicitation, with fill-ins duly completed.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used when budget funds are limited. It is generally used in conjunction with A0005T, A0200T, or a shorter version of the latter.

A0210T (15/09/97) Maximum Funding

The funding for this project is limited to \$_____ (Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Canada to pay such an amount.

A0210T (31/03/95) Maximum Funding

Effective 15/09/97, this clause is superseded by A0210T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0220T (15/09/97) **Evaluation of Price**

The price of bids will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) excluded. FOB destination for goods. Customs duties and Excise taxes included.

A0220T (01/05/96) **Evaluation of Price**

Effective 15/09/97, this clause is superseded by A0220T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when Canadian and foreign bids may be received, and use in conjunction with clause C2000D.

A0221T (15/09/97) **Evaluation of Price**

1. (a) For Canadian-based bidders, prices must be firm with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, EXCLUDED.
 - (b) For foreign-based bidders, prices must be firm and EXCLUDE Canadian customs duties, excise taxes and GST or HST, as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY THE CONSIGNEE WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED SUPPLIERS.
 2. Although Canada reserves the right to award the contract(s) either on an FOB plant or FOB destination basis, bidders are requested to provide prices FOB their plant or shipping point and FOB destination as indicated in this solicitation document. Proposals will be assessed on an FOB destination basis.
-

A0221T (01/05/96) **Evaluation of Price**

Effective 15/09/97, this clause is superseded by A0221T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This evaluation clause is to be used when it is deemed advisable to ask the bidder to estimate Canada's monthly disbursements during the term of the proposed contract to allow for a more precise comparison of PRICE with a present value analysis.

A0230T (31/03/95) Evaluation - Multi Payments

If required, a present value analysis will be performed by Canada during the evaluation phase to determine the price for evaluation purposes. This analysis will be based on anticipated disbursements by Canada, with an annual interest rate determined by the Contracting Authority. To this end, the bid must include a schedule of Canada's anticipated monthly disbursements on account of the proposed Work.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers shall use the latest table (Eastern Canada) or (Western Canada) approved by the Director, Marine Directorate, to prepare the list of shipyard/shiprepair facilities, as required under section 3 of this clause, where the work could potentially be undertaken. Contracting officers are to include from the table the applicable vessel transfer costs for each shipyard/shiprepair facility in the list based on the vessel's home port location and based on whether the work is under a manned refit. Where the table does not provide a specific home port for the vessel or the name of a potential shipyard/shiprepair facility where work could potentially be undertaken, contracting officers must contact the Director, Marine Directorate (Place du Portage, Phase III - 6C2, Phone: 819-956-0664 / Fax: 819-956-0897) to obtain the necessary data.

Contracting officers are to enter the number of calendar days in subsection 2(b).

A0240T (15/09/97) Vessel Transfer Costs

1. The evaluation price shall include the cost for transferring the vessel from its home port to the shipyard/shiprepair facility where the Work will be undertaken and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:
2. (a) The Bidder shall enter below the location of the shipyard/shiprepair facility where it proposes to undertake the Work together with the applicable vessel transfer cost from the list provided under section 3 of this clause:

BIDDER TO ENTER:

Proposed shipyard/shiprepair facility: _____
Applicable vessel transfer cost: _____.

- (b) Should the list in section 3 of this clause not provide the shipyard/shiprepair location where the Bidder intends to undertake the Work, then the Bidder must advise the Contracting Authority, in writing, no later than _____ days (**Contracting officer to enter number of calendar days in this fill-in and delete this statement**) prior to the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the Bidder, in writing, no later than _____ days (**Contracting officer to enter number of**

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calendar days in this fill-in and delete this statement) prior to the bid closing date, the location of the shipyard/shiprepair and confirm the applicable vessel transfer cost.

A proposal that specifies a location for undertaking the Work which is not in the list under section 3 of this clause, and for which a notification in writing has not been received by the Contracting Authority no later than _____ days (Contracting officer to enter number of calendar days in this fill-in and delete this statement) prior to the bid closing date, shall be deemed to be non-responsive.

3. List of shipyard/shiprepair facilities and applicable vessel transfer costs

Vessel: _____
Home port: _____

Note 1: Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's homeport and the shipyard/shiprepair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/shiprepair facility in order to discharge project responsibilities related to the vessel being transferred.

Note 2: Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation shall be: (i) included as part of the bidder's price proposal in the case where the bidder is responsible for the transfer; or (ii) identified as the applicable vessel transfer cost, as given in the list below, in the case where the Government is responsible for the transfer.

(Contracting officers are to enter the list of shipyard/shiprepair facilities where the Work could potentially be undertaken together with the applicable vessel transfer costs based on the latest approved table issued by the Marine Directorate and DELETE THIS STATEMENT).

Shipyard/shiprepair facility	Applicable vessel transfer cost
_____	_____
_____	_____
_____	_____
_____	_____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations when the evaluation methodology is provided by the client or when it is deemed important to specify, in an annex, the methodology used to evaluate the mandatory, desirable or rated criteria specified in the bid solicitation.

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A0250T (31/03/95) Evaluating Methodology

The bid evaluation methodology is described at Annex ____ .

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations in order to select a contractor on the basis of lowest price compliant bid without point rating. Use in conjunction with A0005T or similar list of mandatory requirements.

A0260T (31/03/95) Method of Evaluation

1. The bids shall be evaluated as follows:
 - (a) compliance with all mandatory evaluation criteria;
 - (b) among the fully compliant bids, lowest price will be the determining factor in awarding the Contract.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause with A0200T or similar clause when the selection is to be made on the basis of lowest price responsive bid/offer with a point rating system. An alternate clause to this could be A0034T.

A0265T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points specified in this solicitation.
 2. Bids/offers not meeting (a) or (b) above will be given no further consideration. The lowest priced responsive bid/offer will be recommended for award of a Contract or issuance of a standing offer, as the case may be.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the selection of a contractor will be made on the basis of best overall value in terms of lowest price per point. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0035T.

A0270T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:

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- (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points for the criteria which are subject to point rating specified in this solicitation.
2. Bids/offers not meeting (a) or (b) above will be given no further consideration. Neither the responsive bid/offer that scores the highest number of rated points nor the one that contains the lowest price will necessarily be accepted. The responsive bid/offer with the lowest price per rated point will be recommended for award of a Contract or issuance of a standing offer, as the case may be.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the selection of a contractor is to be made on the basis of highest score responsive bid. It is generally used with A0210T. It must be used with A0200T or similar clause. An alternate clause to this could be A0036T.

A0275T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points specified in this solicitation for the criteria which are subject to point rating.
2. Bids/offers not meeting (a) or (b) above will be given no further consideration. The responsive bid/offer that scores the highest number of rated points will be recommended for award of a Contract or issuance of a standing offer, as the case may be, provided that the estimated total price does not exceed the funds available for this requirement.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0290D (10/12/01) Hazardous Waste - Vessels

1. It is recognized and acknowledged that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead, PCB's, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCB's, silica and other hazardous materials or toxic substances on board vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCB's and silica or other hazardous materials or toxic substances may be affected by the need to comply with

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laws or regulations applicable to removal or handling or disposal or storage of hazardous materials or toxic substances and shall not be deemed to be an excusable delay.

A1001C (01/06/91) **Science Contracting Officer**

Effective 29/10/93, this clause is superseded by A1024C.

A1002C (01/06/91) **Science Contracting Officer**

This clause is cancelled effective 15/09/97.

A1003C (01/06/91) **Scientific Authority**

Effective 31/03/95, this clause is superseded by A1029C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the Technical Authority has officially delegated some responsibilities and tasks to a technically qualified person.

A1004C (15/09/97) **Technical Liaison Officer**

The Technical Liaison Officer for this Contract is:

Name: _____
Title of Officer: _____
Organization: _____
Address: _____
Postal Code: _____

Telephone: (____) ____-____

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Facsimile: () -

The Technical Liaison Officer is responsible for the day-to-day technical liaison between the Contractor and the Technical Authority, and will also be responsible for reviewing draft reports submitted by the Contractor. The Technical Liaison Officer has no authority to authorize any deviations from this Contract.

A1004C (29/10/93) Technical Liaison Officer

Effective 15/09/97, this clause is superseded by A1004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when there is a requirement to identify a site authority in the solicitation and contract documents. Procurement officers are to enter fill-in information as appropriate and as stated on the requisition. The responsibility of the site authority should be described in the statement of work.

A1005D (31/03/95) Site Authority

The Site Authority for the Contract is:

Name: _____
Title of Officer: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____

A1005D (01/06/91) Site Authority

Effective 31/03/95, this clause is superseded by A1005D.

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A1006C (01/06/91) **Authorities**

Effective 01/12/92, this clause is superseded by M0013C.

A1007C (01/06/91) **Authorities**

Effective 01/12/92, this clause is superseded by M0014C.

A1008T (01/06/91) **Examination of Site**

Effective 01/12/92, this clause is superseded by A9038T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A1009D (29/10/93) **Establishment, Contractor's**

The Contractor shall permit free access to its establishments and those of its subcontractors to authorized representatives of Canada, as necessary for the performance of their duties as they relate to the Contract.

A1009D (01/06/91) **Establishment, Contractor's**

Effective 29/10/93, this clause is superseded by A1009D.

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A1010D **(01/06/91)** **Hovercraft - Technical Authority**

This clause is cancelled effective 01/12/92.

A1011T **(01/06/91)** **Contacts During Tender Period**

Effective 29/10/93, this clause is superseded by A0012T.

A1012D **(01/08/92)** **Authorities**

Effective 31/03/95, this clause is superseded by A1022D.

A1013D **(01/08/92)** **Enquiries**

Effective 29/10/93, this clause is superseded by A0012T.

A1014D **(31/03/95)** **Authorities (GQAA)**

This clause is cancelled effective 15/09/97.

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A1014D (29/10/93) **Authorities (CQAA)**

Effective 31/03/95, this clause is superseded by A1014D.

A1014T (01/08/92) **Authorities**

Effective 29/10/93, this clause is superseded by A1014D.

A1021D (01/08/92) **Administrative Authority**

Effective 01/12/92, this clause is superseded by M0015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when there is a requirement to identify a project authority in the solicitation and contract documents. Procurement officers are to enter fill-in information as appropriate and as stated on the requisition. The responsibility of the project authority should be described in the statement of work.

A1022D (31/03/95) **Project Authority**

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

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A1022D **(31/01/92)** **Project Authority**

Effective 31/03/95, this clause is superseded by A1022D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is to be used in contracts for goods and services where complete specifications are provided and where no substitution or deviation is permitted or such procedures provided.

A1024C **(29/10/93)** **Authority, Contracting**

The Contracting Authority is the contracting officer named on page one (1) of this Contract and is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

A1024C **(01/08/92)** **Contracting Authority**

Effective 29/10/93, this clause is superseded by A1024C.

A1026C **(31/01/92)** **Authorities**

Effective 31/03/95, this clause is superseded by A1022D.

A1027C **(01/08/92)** **Authorities**

Effective 29/10/93, this clause is superseded by A1024C.

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A1028D (31/01/92) Enquiries

Effective 29/10/93, this clause is superseded by A0012T.

A1029C (31/03/95) Technical Authority

Effective 15/09/97, this clause is superseded by A1030C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A1030C (15/12/95) Technical Authority

The Technical Authority for this Contract is:

Name: _____

Title: _____

Department/Agency: _____

Address: _____

Postal Code: _____

Telephone: () ____ - ____

Facsimile: () ____ - ____

The Technical Authority is responsible for all matters concerning the technical content of the Work under this requirement. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

Remarks: Use the following clause where the wording in the statement of work, solicitation or contract could give the impression that a partnership or joint venture relationship with Canada was established.

A1035D (13/12/99) No Partnership

1. Nothing in the Contract is intended to constitute or shall be interpreted as constituting a partnership or a joint venture or an agency relationship between the Parties.

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2. In its dealings with third parties in relation to the Contract, the Contractor shall not represent itself as an agent or a representative of the Government of Canada. It is understood and agreed that neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations/contracts with a Canadian company for goods and services that may result in the need for services of non-permanent residents to be performed in Canada.

A2000D (25/05/01) Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

A2000D (29/10/93) Non-Permanent Resident (Canadian Company)

Effective 25/05/01, this clause is superseded by A2000D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations/contracts with a foreign company for goods and services that may result in the need for services of non-permanent residents to be performed in Canada.

A2001D (29/10/93) Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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A2001D (01/06/91) Non-Permanent Resident (Foreign Co.)

Effective 29/10/93, this clause is superseded by A2001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitation and contract documents issued to Canadian universities, affiliated institutions, or colleges when the students doing the work must be Canadian citizens or permanent residents.

A2100C (29/10/93) Students - Graduate and Undergraduate

Graduate and undergraduate students employed in the performance of the Work, including those paid from funds provided under this Contract, should be either Canadian citizens or permanent residents. The employment in this Contract of non-Canadian citizens who are not permanent residents, shall require the prior written authorization of the Contracting Authority.

A2100C (01/06/91) Graduate and Undergraduate Students

Effective 29/10/93, this clause is superseded by A2100C.

A7000T (01/06/91) Software Maintenance/Enhancements

This clause is cancelled effective 29/10/93.

A7001D (01/06/91) Principal Period of Maintenance

Effective 31/03/95, this clause is superseded by A7008D.

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A7002D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

A7003D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

A7004D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A7005D (01/06/91) Equipment Availability/Remedy

1. Monthly maintenance charges shall be suspended for any item of equipment which is not operational.
2. A maintenance credit shall apply to all items of equipment which are not operational and whose availability falls below 90 percent over any thirty-day (30) period. The credit shall be equal to the monthly maintenance rate for that non-operational equipment multiplied by the difference between 100 percent and the availability of the equipment.

A7006D (01/12/92) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A7007D (29/10/93) Cylinder Maintenance Responsibility

The Contractor will maintain tanks and equipment, including painting, as required, to the satisfaction of the consignee.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations and contract documents covering maintenance service requirements. Contracting officers are to fill in the hours and days prior to issuing the bid solicitation.

A7008D (31/03/95) Maintenance Services

Maintenance service provided must be such that equipment is kept in good working condition and that maintenance, when necessary, is completed within the shortest possible time to ensure continual operation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

For the purposes of the Contract, the "Principal Period of Maintenance" or the "PPM" means the period between the hours of ____ to ____, ____ (day) to ____ (day), excluding statutory holidays.

The following services are to be provided:

1. PREVENTIVE MAINTENANCE:

Preventive maintenance shall be performed during the Principal Period of Maintenance.

2. REMEDIAL MAINTENANCE:

The Contractor shall also provide remedial maintenance as requested. Remedial maintenance, including labour and replacement of unserviceable parts, shall commence within ____ hours of notification from Canada that it is required.

3. MAINTENANCE PERSONNEL:

The Contractor shall provide the necessary personnel to perform the above services. The Contractor shall provide to the Technical Authority the name and telephone number of the Contractor's maintenance service depot manager who shall have full authority to act on behalf of the Contractor in connection with any matter relating to the maintenance services.

A7010D (01/06/91) Service to be Performed

This clause is cancelled effective 29/10/93.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A7011D **(01/06/91)** **Furniture - Repair and Refinishing**

1. Classes of repair

- (a) **Class A** - Replacement of cover to match existing upholstery repairs, monitor repairs, refinishing.
- (b) **Class B** - Patching of cover to match existing upholstery repairs, minor repairs, refinishing.
- (c) **Class C** - Upholstery repairs, minor repairs, refinishing.
- (d) **Class D** - Refinishing, minor repairs.

2. Upholstery repairs will include, as necessary:

- (a) Replacement and/or repair of springs, stretchers, burlap, padding, filling, bottom covering.
- (b) Tightening of loose seats or backs.
- (c) Reinforcement of corners showing strain.
- (d) Repair of broken seams.

3. Minor repairs will include, as necessary:

- (a) Replacement of broken or missing casters, glides, ferrules, screws, braces, corner brackets, etc.
- (b) Repair of loose fittings or joints to make them solid, using glue and screws or nails.
- (c) Repair and lubrication of the swivel mechanism of swivel chairs.

4. Refinishing will include, as necessary:

- (a) Scraping and sanding smooth including the removal of nicks, scratches, dents, burns, wax, etc.
- (b) Staining wood to match original colour.
- (c) Application of two (2) coats of wood sealer for natural or maple furniture, and wood filler for oak, followed in each case by three (3) coats of clear furniture grade lacquer, sanding smooth between coats.
- (d) Cleaning of cover.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers are to insert the length of time that services will be required.

A7012D (29/10/93) Warranty/Repair Service

The Contractor shall provide complete maintenance and repair services, and shall be required to stock adequate spare parts for the specified equipment, for _____, through the following representative:

Name: _____

Address: _____

A7012T (01/06/91) Warranty/Repair Service

Effective 29/10/93, this clause is superseded by A7012D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in any service or supply and install requirement documents, as well in bid solicitations and contract documents involving controlled goods.

A7013D (13/12/02) Licensing

The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence, or certificate to Canada.

A7013D (01/12/00) Licensing

Effective 13/12/02, this clause is superseded by A7013D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A7014D (01/06/91) Suitability of Service

This clause is cancelled effective 29/10/93.

A7015D (01/06/91) Personnel Qualifications and Backup

This clause is cancelled effective 29/10/93.

A7016D (01/06/91) Personnel

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contractual documents ONLY when specific personnel who will be doing the work will be named in the contract, and when this topic is NOT ADEQUATELY COVERED in the particular set of General Conditions which will be incorporated into the contract. Procurement officers shall complete the fill-in.

A7017D (31/03/95) Personnel, Replacement of Specified

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, within _____ calendar days, give notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.

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3. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (2), secure a further replacement.
4. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

A7017D (01/06/91) Personnel, Replacement of Specified

Effective 31/03/95, this clause is superseded by A7017D.

A7018D (01/06/91) Personnel and Replacement, Specified

Effective 31/03/95, this clause is superseded by A7017D.

A7019T (01/06/91) Bid/Proposal

This clause is cancelled effective 29/10/93.

A7020D (01/06/91) Licensing

Effective 31/03/95, this clause is superseded by A7013D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A7022D (01/08/92) Services to be Provided

Effective 01/12/92, this clause is superseded by M0016D.

A7023D (31/01/92) Bidders' Conference

Effective 01/12/92, this clause is superseded by M0017T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in solicitation and contract documents where post orders are required for contracts for security guard services.

A7025D (29/10/93) Post Orders

Post orders shall be furnished to the Contractor by the Consignee. Post orders shall be in sufficient detail to permit guard personnel to effectively carry out their duties.

The Contractor shall ensure that security personnel comply fully with post orders, and with written and oral instructions from the authorized Consignee representative.

A7025D (01/08/92) Post Orders

Effective 29/10/93, this clause is superseded by A7025D.

A7026D (31/01/92) Post Orders

Effective 01/12/92, this clause is superseded by M0018D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A7028D (31/01/92) EMR Personnel

This clause is cancelled effective 01/12/00.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use in service contracts where specific individuals will be proposed for the work.

A7030T (01/05/96) Availability and Status of Personnel

AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Signature

Date

A8000T (01/06/91) Purchase Option

This clause is cancelled effective 31/03/95.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A8001D (01/06/91) Training

This clause is cancelled effective 31/03/95.

A8002D (01/06/91) Technical Terminology

This clause is cancelled effective 29/10/93.

A8003D (01/06/91) Spoiled Photocopies

This clause is cancelled effective 31/03/95.

A8004D (01/06/91) Invoicing Instructions

This clause is cancelled effective 31/03/95.

A8005D (01/06/91) Supplies

This clause is cancelled effective 31/03/95.

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A8006D (01/06/91) Life Cycle Cost

This clause is cancelled effective 29/10/93.

A8007D (01/06/91) Rental Rebate, from Rental to Purchase

This clause is cancelled effective 31/03/95.

A8008D (01/06/91) Invoicing for Supplies Items

This clause is cancelled effective 31/03/95.

A8009D (01/06/91) Rental - Annual

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause with General Conditions DSS-MAS 9329 and DSS-MAS 9601. This clause is standard boiler plate for rental agreements. The wording of this clause is suitable for use in standing offers.

A8010D (31/03/95) Lessor/Lessee - Responsibilities

Unless otherwise stated herein, the following shall apply:

1. The Contractor shall be responsible for:
 - (a) Delivery to the destination specified in the contract.
 - (b) Pick up at time of expiry or termination of the contract.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

- (c) Pick up and return of vehicle for servicing.
- (d) Vehicle licensing, permits or exemptions.
- (e) Full maintenance due to normal wear and tear.
- (f) Replacement of tires and tire repairs.
- (g) Provision of snow tires when requested.
- (h) Supply of another licensed vehicle of the same type and size to replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the monthly charges.
- (i) Provision of bulkheads separating cargo area from the driver/passenger area in all cargo vans.
- (j) All warranty servicing. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty period shall in no case cover a period of less than twelve (12) months. The warranty service as outlined above shall be made available at any dealer for the make of vehicle rented, within Canada.

2. The Consignee shall be responsible for:

- (a) the supply of fuel;
- (b) oil between changes;
- (c) washing;
- (d) return to the contractor, all vehicle parts replaced, including damaged or worn tires.

(3) General:

Repair routing is to be given to the consignee on acceptance of vehicle. Authorization to proceed with repairs is to be obtained from the contractor. The cost of replacements which are made will be credited to the consignee's account by the contractor upon receipt by the contractor of a paid invoice covering such replacement.

Only the terms and conditions referenced in this document shall apply.

A8010D (29/10/93) Lessor/Lessee - Responsibilities

Effective 31/03/95, this clause is superseded by A8010D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A8011D (01/06/91) Rental Conditions

Effective 31/03/95, this clause is superseded by A8010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8012D (29/10/93) Option to Purchase

Her Majesty may, upon written notice to that effect to the Contractor, purchase any or all of the leased products at any time during the rental period. In this event, ____ percent of the rental paid up to a maximum of ____ percent of the offered unit purchase price will be credited at the time of purchase.

Unit Purchase Price: \$_____ Item _____

A8012D (01/06/91) Option to Purchase

Effective 29/10/93, this clause is superseded by A8012D.

A8013D (01/06/91) Photocopier Rental

This clause is cancelled effective 31/03/95.

A8014D (01/06/91) Ninety Day Extension Option

Effective 29/10/93, this clause is superseded by A9009C.

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A8015D (01/06/91) Periodic Reports

This clause is cancelled effective 29/10/93.

A8016D (01/06/91) Fittings and Adaptors

This clause is cancelled effective 29/10/93.

A8017D (01/06/91) Authorization of Work

This clause is cancelled effective 29/10/93.

A8018D (31/01/92) Work Location

Effective 29/10/93, this clause is superseded by A1009D.

A8019D (31/01/92) Invoicing Instructions

Effective 31/03/95, this clause is superseded by H3018D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A8500D (01/06/91) Charter - Period

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8501D (01/06/91) Vessel Charter

1. The vessel must meet the requirements listed in the attached specifications. The Bidder is to provide the following details of his vessel:
 - (a) Name of Vessel _____ ;
 - (b) Official Number _____ ;
 - (c) Length, Beam, Displacement _____ ;
 - (d) Name of Vessel's Skipper during Charter Period _____.
2. The vessel must meet the following requirements:
 - (a) Vessel must be seaworthy, the engine must be in good running order and all gear and equipment in good repair.
 - (b) The owner agrees to keep and maintain the boat, engines, gear and equipment in good and sufficient repair during the period stated herein and agrees to pay for all necessary repairs, renewals and maintenance.
3. The Owner agrees:
 - (a) to indemnify and save harmless Her Majesty from and against any claim for loss or damage to this vessel or any other vessel and to the engines, gear, or equipment thereof, arising from this charter, and for injury to the person or property of persons aboard any such vessel, excepting other injury to the person or property of Her Majesty's servants or agents;
 - (b) that if the vessel is disabled or is not in running order or is laid up without the consent of Her Majesty's representative, then Her Majesty shall not be liable for payment for the hire of the vessel during such period, and if such period exceeds one week, Her Majesty may terminate the charter immediately;
 - (c) that if any gear or equipment necessary for the efficient operation of the vessel for the purpose of this charter is not in good working order for any period of time, then the payment of hire shall cease for the time thereby lost, and if upon the voyage the speed be reduced by defect in or breakdown of any part of the hull, machinery or equipment, the time lost shall be deducted from the hire. Her Majesty shall be the sole judge of the capability of the vessel;
 - (d) that the operation shall be carried out by the duly authorized representatives of Her Majesty nominated by the Service Site Authority;
 - (e) that life-jackets for all persons on board shall be in readily accessible positions at all times;

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- (f) that the use or possession of illegal drugs or intoxicating spirits for beverage purposes is prohibited and if any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it shall be cause for the termination of the Charter Agreement;
- (g) that if the said boat is unable to operate safely in the area of the survey because of sea or weather conditions, as agreed upon by the representative of the owner and the representative of the Charterer, then the charter for the day shall be terminated and a pro-rated payment made to the Contractor for that period engaged in the survey in accordance with the terms and conditions of this Contract;
- (h) that if the particulars furnished by the Owner and set out in this agreement and in the "Offer to Charter" for letting are incorrect or misleading, the Charterer may, at the Charterer's discretion, declare this agreement to be null and void and the Charterer shall thereupon be relieved of all liability in connection therewith or with the said boat.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8999C (01/05/96) Experience and Education

The Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and the Contractor agrees that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the Contract being terminated for default pursuant to the terms of the general conditions forming part of this Contract.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8999T (01/05/96) Education and Experience - Certification

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should a verification by the Minister disclose untrue statements, the Minister shall have the right to treat any contract resulting from this Bid as being in default and to terminate it accordingly.

Failure to include this representation and warranty with the Bid by executing the signature block immediately following this paragraph shall render the bid non-responsive.

Signature

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Treasury Board approval must be obtained prior to the use of this clause.

A9000C (01/06/94) Ammunition Handling

1. Except in cases of emergency, ammunition shall not be moved, handled or stored in the vicinity of the Contractor's premises by the officers, agents or employees of Canada or by officers, agents or employees of the Contractor while the vessel is docked at or situated upon the Contractor's premises.
2. If Canada's Officer-in-charge of ammunition considers a state of emergency exists that requires the moving, storage or handling of ammunition from the vessel or in the vicinity of the Contractor's premises, then Canada shall indemnify the Contractor against any and all damages suffered by the Contractor that result from:
 - (a) injury (includes injury resulting in death) to persons; and,
 - (b) loss of or damage to property of a third party or to property of the Contractor,that arise from the discharge or detonation of ammunition so moved, handled or stored regardless that such damage is direct or consequential and regardless that such injury, loss or damage arises through error in judgement or through negligence by any person.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations where statements of education and experience are relied upon to award the contract.

A9001T (31/03/95) Education/Experience Certification

1. Bids, to be considered responsive, must contain the following certification:

"The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder."

Signature

Date
2. Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:
 - (a) unverifiable or untrue statement;

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

- (b) unavailability of any person proposed on whose statement of education and experience Canada relied to evaluate the bid and award the Contract.
-

A9001T **(01/06/91)** **Education/Experience Certification**

Effective 31/03/95, this clause is superseded by A9001T.

A9002C **(01/06/91)** **Contract Title**

Effective 29/10/93, this clause is superseded by A9002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When used, this clause should be inserted at the beginning of page 2 of bid solicitation and contract documents. If funding is being provided through the federal Panel on Energy Research and Development (PERD), federal/provincial Mineral Development Agreements (MDA), other programs, or through a cost-sharing agreement, a note to that effect should be added following the title, i.e. "Part of the [name of the program]" or "Cost-shared: X%/Y%, Crown/Contractor." If the contract is going to be issued to a Canadian university, the name of the principal investigator and the faculty/department should follow the title.

A9002D **(29/10/93)** **Contract Title**

____ (insert Title).

A9002D **(31/01/92)** **Contract Title**

Effective 29/10/93, this clause is superseded by A9002D.

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A9003C **(01/06/91)** **Contract Title**

Effective 29/10/93, this clause is superseded by A9002D.

A9004C **(01/06/91)** **Principal Investigator**

Effective 29/10/93, this clause is superseded by A9002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts where the award was issued via electronic transmission.

A9005C **(30/10/96)** **Confirmation of Contract Award**

This document confirms the Contract award issued by _____ (insert telegram, facsimile or telephone as applicable) dated _____. The Work specified in that notice is not to be duplicated.

A9005C **(29/10/93)** **Confirmation of Contract Award**

Effective 30/10/96, this clause is superseded by A9005C.

A9006C **(01/06/91)** **Defence Contract**

Effective 01/05/96, this clause is superseded by A9006D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all Department of National Defence documents.

A9006D (21/06/99) Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act* and shall be read accordingly.

A9006D (01/05/96) Defence Contract

Effective 21/06/99, this clause is superseded by A9006D.

A9007C (01/06/91) Prior Rights and Obligations

This clause is cancelled effective 31/03/95.

A9008C (01/06/91) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9009C (01/07/91) Option to Extend Contract

Effective 31/03/95, this clause is superseded by A9009D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitation and contract documents when the client department requests that the option to extend the contract be included in the contractual arrangement.

A9009D (15/12/95) Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by a period of _____ under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor at least _____ calendar days prior to the Contract expiry date.

The Contractor agrees that, during the extended period of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

A9009D (31/03/95) Option to Extend Contract

Effective 15/12/95, this clause is superseded by A9009D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is recommended for use in any "You are Requested" type contract. In addition, this clause is to be used whenever DSS-MAS 1053 General Conditions - Universities and Other Institutions are incorporated into the contract.

A9010C (31/03/95) Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all previous negotiations and documents related to it.

A9010C (01/06/91) Entire Agreement

Effective 31/03/95, this clause is superseded by A9010C.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9011C **(01/06/91)** **Amendment**

This clause is cancelled effective 29/10/93.

A9012C **(01/06/91)** **Subcontracting**

This clause is cancelled effective 04/01/94.

A9013C **(09/08/91)** **Replacement of Personnel**

Effective 31/03/95, this clause is superseded by A7017D.

A9014C **(01/06/91)** **Replacement of Personnel**

Effective 29/10/93, this clause is superseded by A9014D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitation and contract documents where the contractor must provide the services of personnel with specific qualifications and experience as requested by the client department in order to perform the Work.

A9014D **(29/10/93)** **Specified Personnel**

The services of the following personnel/job categories shall be provided by the Contractor to perform the Work in accordance with the Contract: _____

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contracts when experimental animals will be utilized during the performance of the work.

A9015C (30/10/96) Experimental Animals

The Contractor shall adhere to the requirements outlined in the current issue of the *Guide to the Care and Use of Experimental Animals* and any supplements thereto prepared by, and available from the:

Canadian Council on Animal Care
315-350 Albert Street
Ottawa, ON K1R 1B1

A9015C (29/10/93) Care and Use of Experimental Animals

Effective 30/10/96, this clause is superseded by A9015C.

A9015D (31/01/92) Rates for Option Period

Effective 01/12/92, this clause is superseded by M0019T.

A9016C (01/06/91) Hazardous Waste Disposal

Effective 31/03/95, this clause is superseded by A9016D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contractual documents when hazardous wastes bought, created or used during the performance of the work must be disposed of by the contractor.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9016D (31/03/95) Hazardous Waste Disposal

The Contractor shall have full responsibility for disposal of any hazardous waste removed or uncovered in the performance of the Work. Title to such waste shall pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor shall dispose of such waste in accordance with the requirements of the Contract, if any, and in accordance with applicable law, whether federal, provincial or municipal.

A9017C (01/06/91) Vessel Condition

Effective 29/10/93, this clause is superseded by A9017D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requirements where the contractor has to charter a vessel in order to perform the work.

A9017D (29/10/93) Vessel Condition

The Contractor warrants that the vessel provided to the Crown is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, shall be adequately manned and in full accordance with the *Canada Shipping Act*.

A9018C (01/06/91) Status of Contractor

This clause is cancelled effective 29/10/93.

A9019T (01/06/91) Labour Agreement, Valid

This clause is cancelled effective 31/03/95.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9020D (29/10/93) **Cylinder Hook-Up**

The Contractor shall be responsible for the hook-up of cylinders.

A9020T (01/06/91) **Cylinder Hook-Up**

Effective 29/10/93, this clause is superseded by A9020D.

A9021D (01/06/91) **Period of Contract**

Effective 29/10/93, this clause is superseded by D0025D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in "as and when requested" type contracts.

A9022T (29/10/93) **Period of Contract**

The Contract is in effect from _____ to _____ inclusive.

A9022T (01/06/91) **Period of Contract**

Effective 29/10/93, this clause is superseded by A9022T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9023D (01/06/91) Performance

Effective 29/10/93, this clause is superseded by D0025D.

A9024D (01/06/91) List of Names

Effective 31/03/95, this clause is superseded by A9014D.

A9025D (01/06/91) Vehicles

This clause is cancelled effective 29/10/93.

A9026D (01/06/91) Maintenance Services

Effective 01/12/92, this clause is superseded by A7006D.

A9027T (01/06/91) Instructions to Bidders

This clause is cancelled effective 29/10/93.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9028D (01/06/91) Cylinder Maintenance Responsibility

Effective 29/10/93, this clause is superseded by A7007D.

A9029D (01/06/91) Laws, Applicable

Effective 29/10/93, this clause is superseded by A9070D.

A9030D (01/06/91) Unsatisfactory Service

This clause is cancelled effective 29/10/93.

A9031D (01/06/91) Worker's Compensation Board

This clause is cancelled effective 29/10/93.

A9032D (01/06/91) Classification, Vendors

Effective 01/12/92, this clause is superseded by M0020C.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations when the financial capability of the bidder forms part of the evaluation criteria.

A9033T (31/03/95) Financial Statements

In order to confirm a bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation phase, to current bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the bidder's most recent audited financial statements or financial statements certified by the bidder's chief financial officer.

Should the bidder provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, then the Crown will treat the information in a confidential manner as provided in the *Access to Information Act*.

In the event that a bid is found to be non-compliant on the basis that the bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the bidder.

A9033T (01/06/91) Financial Stability

Effective 31/03/95, this clause is superseded by A9033T.

A9034T (01/06/91) Current Operational Chart

This clause is cancelled effective 29/10/93.

A9035D (01/06/91) Governing Law

Effective 29/10/93, this clause is superseded by A9070D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9036D (01/06/91) Temporary Employees, Classification of

This clause is cancelled effective 29/10/93.

A9037D (01/06/91) Temporary Employees, Classification of

This clause is cancelled effective 29/10/93.

A9038D (01/06/91) Protection of Property

Effective 29/10/93, this clause is superseded by A9062D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when it would be beneficial for bidders to view the work site to improve their understanding of the requirement. Procurement officers are to edit the clause to specify the location of the site and the date and time of the visit. In the case of marine requirements, the word Vessel may be inserted after the title.

A9038T (31/03/95) Site Visit (Optional)

It is recommended that the bidder or a representative of the bidder visit the work site and examine the scope of work required and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on _____, at _____, and bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of its representatives and a list of issues that it wishes to table no later than _____ days prior to the scheduled site visit.

The person conducting the site visit will have an attendance form which is to be signed by the bidder's representatives in attendance. The attendance form will be submitted to the Contracting Authority immediately after the visit has been conducted. Bidders are advised that any clarifications or changes resulting from the site visit shall be included as an amendment to the bid solicitation document.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9038T **(01/12/92)** **Site Visit (Optional)**

Effective 31/03/95, this clause is superseded by A9038T.

A9039T **(01/06/91)** **Site Visit**

Effective 31/03/95, this clause is superseded by A9040T.

Remarks: **THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause when it is mandatory for bidders to view the work site to improve their understanding of the requirement. Contracting officers are to edit the clause to specify the location of the site and the date and time of the visit. In the case of marine requirements, the word "Vessel" may be inserted after the title.

A9040T **(31/03/95)** **Site Visit (Mandatory)**

1. It is mandatory that the bidder or a representative of the bidder visit the site and examine the scope of the work required and the existing conditions.
2. Arrangements have been made for a tour of the work site. The site visit will be held on _____, at _____, and bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. NO EXCEPTIONS WILL BE MADE.
3. Proof of attendance at the site visit must be provided to the Contracting Authority. The following forms of evidence are acceptable:
 - (a) Canada's signature on this clause or on a Visit Certification; or,
 - (b) Canada's Attendance Form submitted directly to the Contracting Authority by the person conducting the Site Visit.

Canada's Signature

Bidder's Signature

Date

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

4. Bidders are advised that any clarifications or changes resulting from the site visit shall be included as an amendment to the bid solicitation.
-

A9040T **(01/06/91)** **Site Visit**

Effective 31/03/95, this clause is superseded by A9040T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9041D **(29/10/93)** **Salvage**

All scrap and waste material, except items specifically listed in the specifications, will become the property of the Contractor who shall remove it from the site.

A9041D **(01/06/91)** **Salvage**

Effective 29/10/93, this clause is superseded by A9041D.

A9042T **(01/06/91)** **Tenders/Quotations by Telex**

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when reissuing bid solicitations. Procurement officers are to insert the number, date and closing time and date of the solicitation which is being superseded.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9043T **(29/10/93)** **Reissue of Solicitation**

THIS CANCELS AND SUPERSEDES PREVIOUS SOLICITATION NUMBER _____ DATED _____ WHICH WAS DUE AT _____ ON _____.

A9043T **(01/06/91)** **Bid Date Change**

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used in solicitations for procurements exceeding \$25 000, for requirements that are not classified, when a list is used to invite suppliers.

A9044T **(01/05/96)** **Bidders List - Release**

The list of suppliers being invited to bid on this requirement is included. This list will not be updated as new bidders request bid packages.

A9044T **(29/10/93)** **Bidders List - Release**

Effective 01/05/96, this clause is superseded by A9044T.

A9045C **(01/06/91)** **Confirmation**

Effective 01/12/92, this clause is superseded by A9005C.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9046T (01/06/91) Reference to the Word "Tender"

Reference to the words "Invitation to Tender" and "Tender": wherever "Invitation to Tender" and "Tender" appears in this document and in the General Conditions, substitute the words "Request for Proposal" and "Proposal".

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9047D (29/10/93) Title to Property

The Contract is a defence contract within the meaning of the *Defence Production Act*. In accordance with the provisions of section 20 of the Act, title to any Government Issue (as defined in that Act) furnished or made available to the Contractor, or obtained or constructed by the Contractor with money provided by Canada, remains vested or vests in Canada free and clear of all claims, liens, charges and encumbrances and notwithstanding any law in force in any province or any territory of Canada but subject to the provisions of the Contract. Canada is entitled at any time to remove, sell or dispose of the Government Issue.

A9047D (01/12/92) Title to Property

Effective 29/10/93, this clause is superseded by A9047D.

A9048D (01/06/91) Technical Representative

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contractual documents covering the procurement of vehicles.

A9049D (31/03/95) Vehicles

Each vehicle supplied must meet the provisions of the *Motor Vehicle Safety Act* of Canada and the regulations thereunder that are in force on the date of its manufacture.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents for the procurement of equipment.

A9050D (31/03/95) Publications - Commercial

The manufacturers' existing commercial manuals will be accepted without formal submission and review of sample copies, on the assurance of the supplier that they contain adequate instructions for the operation, maintenance and repair of the equipment, as well as parts list containing illustrations, exploded views, and drawings and associated lists, necessary for the proper identification of all parts, assemblies, and special equipment. The contractor shall specify the manufacturer's identification numbers for the publications to be provided and shall certify that they are correct issues for the equipment being purchased.

One copy of each publication submitted shall be shipped with each unit of equipment.

A9050D (01/06/91) Publications - Commercial

Effective 31/03/95, this clause is superseded by A9050D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents for the procurement of equipment when the rights to translation of existing commercial publications are involved. This clause is to be used in conjunction with clause A9050D. Procurement officers are to insert the number of copies which are required and insert the name of the organization within the Department of National Defence where the publications are to be sent.

A9051D (31/03/95) Publications - Technical - Translation

Canada shall have the right to translate and reproduce for government use only, all or any part of the publications supplied under the Contract.

In addition to the copies which are to be supplied with the equipment, _____ copies of each publication shall be forwarded to:

Department of National Defence
MGen George Pearkes Building
Ottawa, Canada
K1A 0K2

Attention: _____

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9051D **(01/06/91)** **Publications - Technical - Translation**

Effective 31/03/95, this clause is superseded by A9051D.

A9052D **(01/06/91)** **Warranty**

This clause is cancelled effective 15/12/95.

A9053D **(15/09/97)** **Trade-in Allowance**

The Trade-In Allowance has taken into consideration the fact that the used vehicle will be retained until the new vehicle is exchanged, and that no adjustment will be made to allow for depreciation arising out of normal wear and tear on the used vehicle between the time of appraisal and the time the new vehicle is exchanged. Any significant change in the condition of the trade-in vehicle must be reported by the fastest means to the Department of Public Works and Government Services Contracting Authority.

A9053D **(01/06/91)** **Trade-in Allowance**

Effective 15/09/97, this clause is superseded by A9053D.

A9054D **(01/06/91)** **Vessel, Viewing of**

Effective 29/10/93, this clause is superseded by A9054T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9054T (29/10/93) Vessel, Viewing of

Effective 31/03/95, this clause is superseded by A9038T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9055D (01/06/91) Scrap and Waste Material

Notwithstanding the provisions of DSS-MAS 1026A, scrap and waste materials other than accountable material, derived from the Contract, shall revert to the Contractor as part of the Contract Price.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9056T (01/06/91) Safety Measures for Fuel - DND

With the bid submission, the Bidder shall provide details of its standard safety measures for fuelling and disembarking fuel from Department of National Defence (DND) vessels and the name of the person in charge of this activity.

A9057T (01/06/91) Telegraphic Bids

This clause is cancelled effective 29/10/93.

A9058T (01/06/91) Bids - Submission

This clause is cancelled effective 29/10/93.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9059D (12/05/00) Jurisdictions HMC Dockyard

When a Contractor performs work in the CFB Esquimalt Dockyard, that is usually performed by employees of the Ship Repair Group, such work shall normally be performed in accordance with the methods, practices, or work distribution prevailing at the said Dockyard which takes into consideration the trade jurisdictional limitations of the Federal Government Dockyards Trades and Labour Council (Victoria) affiliates.

Should there be a need for any work permit, this requirement shall be borne by the Contractor or subcontractor. In this instance, the work permit will be ten dollars (\$10) per worker per week and will be paid only when the workers of the outside Contractor or subcontractor do not belong to the same unions affiliated with the Federal Government Dockyards Trades and Labour Council (Victoria).

A9059D (01/06/91) Jurisdictions HMC Dockyard

Effective 12/05/00, this clause is superseded by A9059D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Procurement officers are to specify the number of people for which accommodation is required, the type of equipment required, etc.

A9060D (03/02/97) Office Accommodation

For the duration of the Contract, the Contractor shall provide furnished office accommodation for customer's staff and/or Department of Public Works and Government Services representative as follows: _____.

A9060D (29/10/93) Office Accommodation

Effective 03/02/97, this clause is superseded by A9060D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9061D (01/06/91) Subcontracts - DND

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9062D (29/10/93) Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

A9062D (01/06/91) Site Regulations

Effective 29/10/93, this clause is superseded by A9062D.

A9063D (01/06/91) Hovercraft - Warranty

This clause is cancelled effective 01/12/92.

A9064D (01/06/91) Warranty - DND

Effective 01/12/92, this clause is superseded by K0027D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9065D (01/06/91) Security and Personnel Identification

As a security precaution, it is required that all employees engaged in work or business for the Contract be readily identifiable. To this end, all company workmen, foremen, and subcontractor personnel are to wear, in a conspicuous place, the identification badge issued to them. In addition, it is recommended that a corresponding number be painted on the front of the safety helmet worn.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all ship refit contracts, and in all ship/ship system repair and overhaul contracts where the ship must be docked at contractor's facility or service facility other than client department's own docking facility.

A9066D (29/10/93) Vessel - Access by Canada

Canada reserves the right to carry out limited work by its personnel on equipment on board the vessel. Such work will be carried out at times mutually acceptable to Canada and to the Contractor.

A9066D (01/06/91) Vessel - Crown Access

Effective 29/10/93, this clause is superseded by A9066D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents with agencies and re-sellers.

A9067D (31/03/95) Warranty

The warranty contained in the Contract is no less beneficial to Canada in any respect than the standard warranty terms offered by the manufacturer or designer in respect of the goods or services to be supplied under the Contract.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9069T (01/06/91) Bid Receiving/Return Address

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall ensure that the applicable law selected by the proposed contractor, or in absence of such selection, the law indicated in the RFP, is inserted in the blank.

A9070C (24/05/02) Applicable Laws

This Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in _____.

A9070C (15/12/95) Applicable Laws

Effective 24/05/02, this clause is superseded by A9070C.

A9070D (01/06/91) Applicable Law

Effective 15/12/95, this clause is superseded by A9070C, A9070T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall indicate the Canadian province or territory the law of which Canada proposes to apply to the resultant contract. Bidders will be instructed to propose any change to applicable provincial or territorial law, in their formal bid response.

A9070T (24/05/02) Applicable Laws

The Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in _____.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of its choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Bidder.

A9070T (15/12/95) Applicable Laws

Effective 24/05/02, this clause is superseded by A9070T.

A9071D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9072D (01/08/92) Period of Proposed Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9073D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9074D (31/01/92) Period of Proposed Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9075D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9077C (01/12/92) Period of Contract

Effective 31/03/95, this clause is superseded by A9009D.

A9078C (31/01/92) Period of Proposed Contract

Effective 31/03/95, this clause is superseded by A9009D.

A9079C (31/01/92) Period of Proposed Contract

Effective 31/03/95, this clause is superseded by A9009D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9080C **(01/08/92)** **Period of Proposed Contract**

Effective 29/10/93, this clause is superseded by D0025D.

A9081C **(31/01/92)** **Government Smoking Policy**

This clause is cancelled effective 25/05/01.

A9082C **(31/01/92)** **Replacement of Personnel**

Effective 31/03/95, this clause is superseded by A7017D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. A bidders' conference should be called when it is required to ensure that bidders fully understand the technical, operational and performance specifications and/or the full extent of the financial, security and other contractual obligations related to the bid solicitation. Bidders' conferences are optional only.

A9083T **(25/05/01)** **Bidders' Conference**

1. A bidders' conference, will be held at (Insert address) on (Insert date). The conference will begin at (Insert time), in (Insert location) meeting room. Bidders who do not attend are not precluded from submitting a bid.
2. Bidders are requested to communicate with the Contracting Authority prior to the bidders' conference to confirm attendance. Bidders are to provide the Contracting Authority, in writing, the names of its representatives who will be attending and a list of issues that it wishes to table no later than _____ working days prior to the scheduled bidders' conference.
3. Bidders, or a representative of the bidder, are requested to attend this conference during which the requirements outlined in this bid solicitation document will be reviewed and any questions will be answered. In order to fully understand the scope of the requirement, it is recommended that bidders who intend submitting a bid attend or send a representative.
4. Bidders are advised that any clarifications or changes resulting from the bidders' conference shall be included as an amendment to the bid solicitation document.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9083T (31/03/95) Bidders' Conference

Effective 25/05/01, this clause is superseded by A9083T.

A9084C (01/08/92) Extension of Charter

This clause is cancelled effective 29/10/93.

A9084C (31/01/92) Extension of Charter

Effective 01/08/92, this clause is superseded by A9084C.

A9085C (31/01/92) Subcontracting

This clause is cancelled effective 01/08/92.

A9085T (01/08/92) Telex/Fascimile Proposal

This clause is cancelled effective 29/10/93.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9085T (31/01/92) Telex/Fascimile Proposal

Effective 01/08/92, this clause is superseded by A9085T.

A9086T (01/08/92) Telex/Fascimile Proposal

This clause is cancelled effective 29/10/93.

A9086T (31/01/92) Telex/Fascimile Proposal

Effective 01/08/92, this clause is superseded by A9086T.

A9087D (31/01/92) Meetings

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9088D (29/10/93) Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9088D (31/01/92) Safety Regulations and Labour Codes

Effective 29/10/93, this clause is superseded by A9088D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when form PWGSC-TPSGC 1137, Application for Permission to Subcontract, is required.

A9089C (13/12/02) Subcontract - Permission to

When consent is required to subcontract a portion of the work, the Contractor shall submit to the Contracting Authority a completed "Application for Permission to Subcontract", form PWGSC-TPSGC 1137. (The French version, "*Demande d'autorisation de sous-traiter*", form PWGSC-TPSGC 1137-1, is also available.)

A9089C (31/03/95) Subcontract - Permission to

Effective 13/12/02, this clause is superseded by A9089C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the contractor has started, on its own initiative and at its own risk, work that is part of an identifiable contract requirement and the customer department has confirmed, in writing, its intention to purchase this work. This clause must not be used when the contractor has started work before a contract award based on specific verbal or written instructions received from the customer department. In such instances, a Confirming Order must be prepared by the Directorate Legal Advisor.

A9090C (16/02/98) Prior Rights and Obligations

1. The Work undertaken by the Contractor from the ____ day of ____ (month and year) to the date hereof shall be considered to have been undertaken solely in support of its obligations and undertakings herein contained, and the benefits of this Precontractual Work shall vest in and remain the property of Canada from the date of the Contract. All rights moral and otherwise, title, and interest in and to the technical data, intellectual property, patents and trademarks, inventions and acquisitions, except as otherwise provided in the Contract, shall be and are hereby transferred and assigned irrevocably to Canada.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

2. In consideration of the foregoing, the Contractor shall be paid a sum for such Precontractual work calculated in accordance with the Basis of Payment herein and the said sum shall form part of Canada's liability to the Contractor as set forth under the Limitation of Expenditure.
-

A9091T (01/06/91) Form of Bidding

This clause is cancelled effective 29/10/93.

A9092C (31/03/95) Precontractual Work - Authorized

This clause is cancelled effective 15/09/97.

A9092D (31/01/92) Boundaries of National Capital Region

Effective 01/12/92, this clause is superseded by M0021D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9093D (25/05/01) Workers' Compensation

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

A9093D (01/12/00) Workers' Compensation

Effective 25/05/01, this clause is superseded by A9093D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should be used when a proposed contractor has started work at its own risk without the authorization of a government official, prior to contract authorization, and the work has not been completed. This will ensure that the work done prior to the contract date will be covered by the contract. If the work has been completed, the contracting authority must request that a confirming order be prepared by legal counsel.

The second paragraph is to be deleted if the client department does not wish to retain the rights to the intellectual property. In addition, add clause C0210C to the Basis of Payment.

A9094C (16/02/98) Precontractual Work - Not Authorized

1. In order to complete the Work called for by the Contract within the delivery requirements set forth herein, it is recognized that the Contractor, as of _____ (start date), has incurred certain costs relating directly to the performance of this Contract prior to the effective date of this Contract, which, if they had been incurred after such date, would have been otherwise treated as costs reasonably and properly incurred by the Contractor in the performance of this Contract. It is recognized by Canada and the Contractor that the Contractor was authorized in writing by Canada to expend certain amounts otherwise reimbursable under the Contract prior to the effective date of the Contract in order to meet the deliver dates specified in the Contract. Inasmuch as the incurring of these costs was authorized and necessary to comply with the terms of this Contract, such cost shall be treated as costs reasonable and properly incurred by the Contractor in performance of this Contract.
2. The parties confirm that ownership of any intellectual property, including technical documentation, prototypes, inventions and technical information, produced by the Contractor in the performance of the Precontractual Work shall vest and remain in Canada.

A9094C (31/03/95) Precontractual Work - Not Authorized

Effective 16/02/98, this clause is superseded by A9094C.

A9095C (31/03/95) Precontractual Work - Ongoing Services

This clause is cancelled effective 15/09/97.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9096T (01/05/96) Validity of Bid

1. It is requested that proposals submitted in response to this Request for Proposal (RFP) be:
 - (a) valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
 - (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
 - (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9097T (01/05/96) Certification of Compliance

1. The Bidder is requested to provide a certification that clearly indicates the Bidder's compliance with all the articles, clauses, terms and conditions contained in Section "____" of this document and the Statement of Work, or referenced in this Request For Proposal.
 2. On a clause-by-clause basis, please provide one of the following two responses:
 - (a) **COMPLIANT** - indicates willingness to comply with or accept this clause or terms and conditions in all respects; no further explanation is necessary; OR
 - (b) **NON-COMPLIANT** - the Bidder is to specifically indicate all areas with which it will not comply or specify terms and conditions which it would propose as substitutes for those specified.
 3. Words such as "Comply with Intent", "Understood", or the like are inadmissible and shall result in the proposal being removed from further consideration.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9098T (01/05/96) Education / Experience - Certification

By signing the first page of this Request for Proposal, the Bidder certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and the Bidder is aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-responsive or in other action which Canada may consider appropriate.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9099T **(01/05/96)** **Information to Assess**

1. Specifically, the Evaluation Team shall use the following information to assess proposals:
 - (a) All information provided in, and documentation provided with, the proposal which is relevant to the stated evaluation criteria.
 - (b) Information obtained from reference checks conducted by the Evaluation Team.
 - (c) Additional supporting or supplementary data which might be requested and provided during the evaluation process.
 - (d) Information obtained in interview with proposed personnel if conducted during the evaluation process.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations.

A9100T **(01/12/00)** **Vendor Performance**

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("*Frauds on the government*" & "*Contractor subscribing to election fund*"), 124 ("*Selling or purchasing office*"), or 418 ("*Selling defective stores to Her Majesty*") of the Criminal Code; or
 - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
 - (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the Government of Canada
 - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;

- (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
- (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

A9100T (12/05/00) Vendor Performance

Effective 01/12/00, this clause is superseded by A9100T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9101T (01/05/96) Evaluation Team

The Evaluation Team reserves the right to interview, at the sole cost of the Bidder, any or all of the resources proposed to fulfil the requirement, at a site selected by Canada, on 48 hours notice, contact any or all of the references supplied, and request supporting or supplementary data. The Bidder warrants that supporting data shall be made available upon request and within a time frame acceptable to the Evaluation Team.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9102T (01/05/96) Technical Proposal

TECHNICAL proposals received will be assessed separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for all competitive bid solicitations where the potential contractor may be a Former Public Servant in receipt of a Lump Sum Payment (see Supply Manual procedure 6D.482). This clause is to be used in conjunction with clause A9105C and A9106T.

A9103T (01/12/00) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:
 - (a) date and amount of lump sum payment incentive;
 - (b) terms and conditions of the lump sum payment incentive (including termination date);
 - (c) rate of pay on which the lump sum payment was based;
 - (d) whether or not the \$5,000 exemption has been reached.
2. In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.
3. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.
4. For the purposes of this solicitation, former public servants is defined as:
 - (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a major interest in the entity.
5. The information specified must be provided with, and be attached to the bid, and must be provided on, or before, bid closing. Failure to meet this condition of bidding will render the bid non-responsive.

A9103T (15/09/97) Work Force Reduction Programs

Effective 01/12/00, this clause is superseded by A9103T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

Use the following clause for all non-competitive bid solicitations where the potential contractor may be a Former Public Servant in receipt of a Lump Sum Payment (see Supply Manual 6D.482). This clause is to be used in conjunction with clause A9105C and A9106T.

A9104T (01/12/00) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:
 - (a) date and amount of lump sum payment incentive;
 - (b) terms and conditions of the lump sum payment incentive (including termination date);
 - (c) rate of pay on which the lump sum payment was based;
 - (d) whether or not the \$5,000 exemption has been reached.
2. In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.
3. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.
4. For the purposes of this solicitation, former public servants is defined as:
 - (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a major interest in the entity.
5. Former public servants in receipt of a pension will additionally be subject to a contract fee reduction, in accordance with the Post-Employment Guidelines, following completion of the period covered by the lump sum payment.
6. The information specified must be provided with, and be attached to the bid, and must be provided on, or before, bid closing. Failure to meet this condition of bidding will render the bid non-responsive.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9104T (15/09/97) Work Force Reduction Programs

Effective 01/12/00, this clause is superseded by A9104T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where clauses A9103T or A9104T and clause A9106T were used.

A9105C (15/12/95) Work Force Reduction Programs

1. It is a term of this contract:
 - (a) that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
 - (b) that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
 - (c) that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.
2. The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation to enter into this Contract. Such representation may be verified in such manner as the Minister may reasonably require.
3. The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to rescind the Contract.
4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause with either clause A9103T or A9104T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9106T (23/11/98) Work Force Reduction Program - Details

1. In accordance with the requirements of clause _____ (specify A9103T or A9104T), bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.
2. All bidders shall indicate their status by checking the applicable line and sign the certification below. Bids that are subject to the Work Force Reduction Program (s), shall also include the specified details. Failure to indicate the status will be considered as having not met this requirement and will render the bid non-responsive.

() This bid (is not) subject to the Work Force Reduction Program(s).

() This bid (is) subject to the Work Force Reduction Program(s).

Name of Contractor: _____

Terms and Conditions of the Lump Sum Payment Incentive - copy attached: _____

Date of Termination of Employment as a Public Servant: _____

Amount of Lump Sum Payment: \$ _____

Rate of Pay on which Lump Sum Payment is based: \$ _____ /Week

Period of Lump Sum Payment: _____

Start Date: _____ Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$ _____
_____	\$ _____
_____	\$ _____
	Total: \$ _____

(Signature)

(Date)

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9106T (16/02/98) Work Force Reduction Program - Details

Effective 23/11/98, this clause is superseded by A9106T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9107T (15/06/98) Civil Employment - Military Personnel

Article 19.42 of the Queen's Regulations and Orders for the Canadian Forces, is reproduced below:

"19.42 CIVIL EMPLOYMENT

1. Subject to paragraph 3. of this Article, no officer or non-commissioned member on full-time service shall engage in any civil employment or undertaking which in the opinion of his commanding officer:
 - (a) is or is likely to be detrimental to the interests of the Canadian Forces; or
 - (b) reflects or is likely to reflect discredit upon the Canadian Forces; or
 - (c) in the case of officers and non-commissioned members of the Regular Force, is continuous.
2. No officer or non-commissioned member on full-time service shall authorize the use of his name or photograph in connection with a commercial product, except so far as his name may be part of a firm name.
3. Except that he shall not engage in any civil employment or undertaking which effects or is likely to reflect discredit upon the Canadian Forces, this article does not apply to an officer or non-commissioned member who is:
 - (a) on leave immediately preceding release; or
 - (b) on leave without pay."

It is MANDATORY that bidders disclose the military employment status of all individuals proposed. Every individual proposed that is on full-time service with the Canadian Forces MUST, without exception, have included, as part of his or her résumé, a written clearance from the individual's commanding officer which contains a date as to when that individual will be available to provide the services specified herein. This written clearance must not be dated more than ninety (90) days prior to the Request for Proposal closing date. Any résumé provided that require the aforesaid written clearance and date of availability that fail to do so, will not be considered.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

A9107T (01/05/96) Civil Employment - Military Personnel

Effective 15/06/98, this clause is superseded by A9107T.

Remarks: Since September 10, 2001, ABE contains an edit that prevents the release of a contract to a Canadian company that does not have a PBN. Therefore, the requirement for a PBN must be included in all solicitation documents processed through ABE.

A9109T (13/12/02) Procurement Business Number

1. For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada Customs and Revenue Agency Business Number.
 2. All Canadian companies are required to have a PBN prior to contract award in order to receive a Public Works and Government Services Canada (PWGSC) contract. In exceptional circumstances, PWGSC may decide to award, at its own discretion, a contract to a company without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.
 3. Companies may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>. In order for companies to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.
 4. For non-Internet registration, contact the Contracts Canada InfoLine at 1-800-811-1148 or (819) 956-3440, in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.
-

A9109T (10/12/01) Procurement Business Number

Effective 13/12/02, this clause is superseded by A9109T.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Insert the following clause in full text at the beginning of the bid solicitation when the procurement is being set aside under the Land Claims Set-Aside Policy. Ensure that the applicable trade agreement is identified in the clause.

A9110T (24/05/02) Land Claims Set-Aside

This procurement is set aside from _____ (*Insert as applicable: the North American Free Trade Agreement Annex 1001.2b, Article 1(d); World Trade Organization - Agreement on Government Procurement, Appendix I, article 1(d); the Canada-Korea Procurement of Telecommunications Equipment Agreement (CKTEA), Article 1, part 5, and/or Agreement on Internal Trade (AIT), Article 1802.*)

A9110T (10/12/01) Land Claims Set-Aside

Effective 24/05/02, this clause is superseded by A9110T.

Remarks: Use the following clause in procurements involving applicable service requirements, if the service component is \$500 or more in the year, as well as procurements involving a mix of goods and services. This includes contracts or standing offers with Canadians undertaking government work abroad. Use in conjunction with one of H3023D, A9116D, or A9117D, as applicable.

A9115D (13/12/02) T1204 Government Service Contract Payments

Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip. To enable departments and agencies to comply with this requirement, the Contractor is required to provide its Procurement Business Number (PBN) or its Social Insurance Number. For the PBN, the Contractor is to ensure the accuracy of its information in the Supplier Registration Information service.

A9115D (23/11/98) T4A Supplementary Slip Requirement

Effective 13/12/02, this clause is superseded by A9115D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: Use the following clause in conjunction with A9115D whenever the client department wishes to receive the contractor information directly, following contract award.

A9116D (13/12/02) T1204 Information Reporting by Contractor

1. The Contractor shall provide the following information, or their Procurement Business Number, within _____ calendar days from date of award of the contract:
 - (a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
 - (b) the status of the Contractor, i.e. individual, partnership, or corporation;
 - (c) for individuals, the Contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax/Harmonized Sales Tax (GST/HST) number;
 - (d) for partnerships and corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and,
 - (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."
2. The information is to be forwarded to the contact and address specified below, and where the required information includes a SIN, i.e. when the Contractor is an individual or in partnership, such information should be provided in an envelope marked "PROTECTED".

NOTE: (Contracting Officer to insert contact and address specified by client department)

Contact: _____
Address: _____

A9116D (12/05/00) T4A Information Reporting by Contractor

Effective 13/12/02, this clause is superseded by A9116D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: Use the following clause in conjunction with A9115D whenever the client department wishes to contact contractors directly to obtain the required information.

A9117D (13/12/02) T1204 Information - Direct Request by Client Department

Contractors are required to provide Canada Customs and Revenue Agency the identifying information referred to in clause A9115D, as and when requested by the client department. (These requests may take the form of a general call-letter to suppliers or individual contact, in writing or by telephone).

A9117D (12/05/00) T4A Information - Direct Request by Client Department

Effective 13/12/02, this clause is superseded by A9117D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitation documents when there is access to "controlled goods".

A9130D (24/05/02) Controlled Goods - Access

As this procurement requires access to "controlled goods", which are subject to the *Defence Production Act*, contractors are hereby advised that only persons who are registered, exempt or excluded under the Controlled Goods Program are lawfully entitled to examine, possess or transfer "controlled goods".

Requests for "controlled goods" should be made to the contracting authority identified herein. Details on how to register are available at: <http://www.cgp.gc.ca>.

A9130D (10/12/01) Controlled Goods - Access

Effective 24/05/02, this clause is superseded by A9130D.

A - INSTRUCTIONS TO BIDDERS/CONTRACTORS

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitation documents when there is a requirement to produce or have access to "controlled goods".

A9131D (24/05/02) Controlled Goods - Production

As this procurement will result in the production of "controlled goods", or requires access to "controlled goods" in the course of production, which are subject to the *Defence Production Act*, contractors are hereby advised that only persons who are registered, exempt or excluded under the Controlled Goods Program are lawfully entitled to examine, possess or transfer "controlled goods".

Details on how to register are available at: <http://www.cgp.gc.ca>.

A9131D (10/12/01) Controlled Goods - Production

Effective 24/05/02, this clause is superseded by A9131D.

Section 5

B - REQUIREMENTS DEFINITION

B - REQUIREMENTS DEFINITION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B0001T (01/06/91) **Sample - Sealed**

The supplies shall conform to the sealed sample which may be seen on application to: _____.

B0002D (01/06/91) **Sample - Sealed**

The supplies shall conform to the sealed sample provided.

B0003D (01/06/91) **Delivery - Samples**

This clause is cancelled effective 31/03/95.

B0004D (30/10/96) **Test Samples**

Should one or more of the deliverable end items be destroyed by the Contractor while being tested for the purpose of demonstrating performance, it shall be at the expense of the Contractor, and shall not vary the Contractor's obligations hereunder respecting quantity.

Remarks: Use this clause to advise the contractor of the availability of test facilities if such tests are required.

B - REQUIREMENTS DEFINITION

B0005D (30/10/96) DND Test Facilities, Use of

Subject to availability, the Contractor may use the facilities at the Proof and Experimental Test Establishment (PETE) at Nicolet, Quebec, for contract related tests and proofs. The costs of any tests performed at PETE shall be borne by the Contractor.

B1000D (15/12/95) Materiel

Materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

B1000D (01/06/91) Materiel

Effective 15/12/95, this clause is superseded by B1000D.

B1001D (01/06/91) Hovercraft - Material

This clause is cancelled effective 01/12/92.

B1002D (01/06/91) Hovercraft - Replacement Parts

This clause is cancelled effective 01/12/92.

B - REQUIREMENTS DEFINITION

B1003D (01/06/91) **Weatherization - Equipment**

This clause is cancelled effective 15/12/95.

B1004D (15/12/95) **Weatherization - Aircraft**

Where applicable, this materiel shall be weatherized in accordance with the latest issue of CFTO C-05-010-012/AM-000, Weatherization and Marking of Aircraft Hydraulic Accessories and Components.

B1004D (01/06/91) **Weatherization - Aircraft**

Effective 15/12/95, this clause is superseded by B1004D.

B1005D (01/06/91) **Screws - Recessed Head Screws (Phillips)**

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B1006T (25/05/01) **Materiel Supplied**

1. Materiel is to be **new production of current manufacture** supplied by the principal manufacturer or its accredited agent and is to conform to the current issue of the applicable drawing, specification and/or part number as applicable.

OR

2. If materiel is not new production of current manufacture or is from a source other than the principal manufacturer or its accredited agent, it is to be **unused and in new condition** released and

B - REQUIREMENTS DEFINITION

processed by an approved Contractor with the latest approved modifications incorporated as applicable, covered by its release notes.

3. The Bidder is to specify in its bid whether 1. or 2. is being offered.

SPECIFY: _____

4. If definition 2. above is used, the Bidder shall provide the following information with its bid:

- (a) name of manufacturer;
 - (b) date of manufacture; and
 - (c) if item contains elastomeric material, cure date for such must be provided.
- _____

B1006T (31/03/95) Materiel Supplied

Effective 25/05/01, this clause is superseded by B1006T.

B1200D (16/02/98) Storage - Shelf Life

1. All material having a shelf life shall include:

- (a) date of manufacture;
 - (b) manufacturer's part number;
 - (c) specification number;
 - (d) expiration date of shelf life.
- _____

B1200D (15/12/95) Storage - Shelf Life

Effective 16/02/98, this clause is superseded by B1200D.

B - REQUIREMENTS DEFINITION

B1201D (15/12/95) Shelf Life/Cure Date

Packages containing items having a shelf life must be marked with the date of manufacture. Where the item contains elastomeric material, the cure date is to be shown in addition to the date of manufacture or date of overhaul. Markings are to be placed in accordance with the identification requirements of the current issue of the applicable Marking Specification D-LM-008-002/SF-001.

B1201D (01/06/91) Cure Date (Rubber)

Effective 15/12/95, this clause is superseded by B1201D.

B1202D (15/12/95) Age Control (Elastomeric Material)

Age control for age sensitive elastomeric materials as specified in Canadian Forces Specification D-05-001-001/SF-000 shall be applied to all aircraft, aircraft components, aircraft accessories and to elastomeric items when the elastomeric items are used in contact with fuel, hydraulic fluid, oil, alcohol, or oxygen, or when the elastomeric items form part of a pneumatic, coolant or any other fluid or gaseous systems.

B1202D (31/03/95) Age Limitation (Rubber Items)

Effective 15/12/95, this clause is superseded by B1202D.

B1203D (15/12/95) Shelf Life

Not more than 25 percent of the manufacturer's recommended shelf life shall have expired at date of delivery.

B - REQUIREMENTS DEFINITION

B1203D (01/06/91) Shelf Life

Effective 15/12/95, this clause is superseded by B1203D.

B1400D (01/06/91) Age Limitations

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B1500D (15/12/95) P.C.P. Act

Only products registered with Agriculture and Agri-food Canada, for sale in Canada under the *Pest Control Products* (P.C.P.) Act will be accepted.

P.C.P. Registration No.: _____

B1500D (01/06/91) P.C.P. Act

Effective 15/12/95, this clause is superseded by B1500D.

Remarks: Use the following clause when electrical equipment purchased for use within Canada should be certified by a certification organization.

B - REQUIREMENTS DEFINITION

B1501D (24/05/02) Electrical Equipment

1. All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery, by a certification organization accredited by the Standards Council of Canada (SCC).

NOTE: Suppliers may obtain further information by contacting the SCC, at (613) 238-3222.

B1501D (13/12/99) Electrical Equipment

Effective 24/05/02, this clause is superseded by B1501D.

B1502D (01/06/91) Certification

This clause is cancelled effective 31/03/95.

B1503D (31/03/95) Installation

The installation shall be in accordance with the Canadian Gas Association Standard CAN/CGA-B149.2 and any applicable propane regulations within the province of use.

B1503D (01/06/91) Installation

Effective 31/03/95, this clause is superseded by B1503D.

B - REQUIREMENTS DEFINITION

B1504D (16/02/98) State of Charge

Lead acid batteries are to be supplied in a dry charged state. Alkaline batteries are to be supplied in a wet uncharged state. In the event that the supplier advises in writing that the item(s) demanded is(are) not available as specified above, the originator of the requirement shall be contacted prior to the awarding of the Public Works and Government Services Canada (PWGSC) contract. Batteries that are supplied contrary to this clause, without prior approval of the PWGSC Contracting Authority, will be returned at the supplier's expense to his plant for exchange or credit.

B1504D (01/06/91) State of Charge

Effective 16/02/98, this clause is superseded by B1504D.

B1505D (15/12/95) WHMIS Regulations

The Contractor must label and ship goods falling within the *Hazardous Products Act*, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s) completed in either English or French.

B1600D (15/12/95) Exchange Parts Plan

The worn or damaged parts and components covered by the terms of the contractual document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

B1600D (01/06/91) Exchange Parts Plan

Effective 15/12/95, this clause is superseded by B1600D.

B - REQUIREMENTS DEFINITION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B2000D (01/06/91) Qualified Products

The materiel identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number _____ shall be supplied. The supplied materiel shall comply with all conditions set forth in the Qualifications Certificate or in the Letter of Recognition that was granted for this materiel.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B2001D (01/06/91) Approved Products

_____ are approved products. Only those products appearing on the Approved Products List (APL) will be considered/accepted.

B2002D (03/02/97) Approved Plants

This clause is cancelled effective 01/12/00.

B2002D (01/06/91) Approved Plants

Effective 03/02/97, this clause is superseded by B2002D.

B2003D (01/06/91) Approved Plants

This clause is cancelled effective 15/12/95.

B - REQUIREMENTS DEFINITION

B2004D (15/12/95) Grade Marking

All lumber supplied is to be stamped showing the grade, species and name of the grading agency authorized to grade mark lumber in Canada by the Canadian Lumber Standards Accreditation Board (CLSAB).

B2004D (01/06/91) Grade Marking

Effective 15/12/95, this clause is superseded by B2004D.

B2005D (16/02/98) Fish - Quality Stamping

1. Fish shall have been processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the *Fish Inspection Act* and Regulations, and shall be identified as follows:
 - (a) Fresh fish shall be identified by the words "Processed under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts containers or master containers.
 - (b) Frozen fish shall be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on the wrappers, or containers, or where practicable on the whole fish.
-

B2005D (01/06/91) Fish - Quality Stamping

Effective 16/02/98, this clause is superseded by B2005D.

B2006D (01/06/91) Hovercraft - Airworthiness Certification

This clause is cancelled effective 01/12/92.

B - REQUIREMENTS DEFINITION

Remarks: Use the following clause where a manufacturer's brand name, model and/or part number are used in the item description and substitutes will be considered. Prior to issuing the solicitation, the contracting officer should contact the client to discuss the potential for equivalent products and any mandatory performance criteria related to the item being specified that must be included in the solicitation to ensure proper evaluation of a substitute item's equivalency.

Note: Contracting officers must ensure that all references to a manufacturer's brand name, model and/or part number contained anywhere within the solicitation are followed by the words "or equivalent".

B3000T (13/12/02) Equivalent Substitutes

1. Products that are equivalent in form, fit, function and quality will be considered where the Bidder:
 - (a) designates the brand name, model and/or part number of the equivalent product being substituted;
 - (b) states that the substitute is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute item,
 - (d) provides compliance statements that include technical specifics showing the substitute item meets all mandatory performance criteria that are specified in the solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute items compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will **NOT** be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute item; or
 - (b) the substitute item fails to meet or exceed the mandatory performance criteria specified in the solicitation for that item.

B3000T (16/02/98) Substitute - Equivalent

Effective 13/12/02, this clause is superseded by B3000T.

B - REQUIREMENTS DEFINITION

B3001T (01/06/91) Interchangeability

Effective 15/12/95, this clause is superseded by B3000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B3002T (15/12/95) Product Demonstration

The equivalence of the Bidder's product(s) may have to be ensured by trial prior to award of purchase order, contract or standing offer. The Bidder must be prepared to demonstrate the effectiveness of product(s) herein at the "DESTINATION" specified below at no additional cost to Canada.

Address of destination: _____

B3002T (01/06/91) Product Demonstration

Effective 15/12/95, this clause is superseded by B3002T.

B3003D (15/12/95) Grades - Meat

If the grade name stipulated is not available, a higher grade name, in all cases, must be supplied.

B3003D (01/06/91) Grades - Meat

Effective 15/12/95, this clause is superseded by B3003D.

B - REQUIREMENTS DEFINITION

B3004T (16/02/98) Substitutions

Effective 21/06/99, this clause is superseded by B3000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B4000T (01/06/91) Drawings and Specifications

A receipt for drawings and specifications must be returned to the address shown below on the day they are received. These drawings and specifications must be returned on the day the bid closes.

Address:

B4001T (01/06/91) Stores Certification

Effective 15/12/95, this clause is superseded by B4024T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when drawings and specifications have been mailed under separate cover.

B4002T (15/12/95) Technical Data Package

A copy of the _____ referred to herein has been forwarded to the Bidder by _____.

B4002T (01/06/91) Technical Data Package - DND

Effective 15/12/95, this clause is superseded by B4002T.

B - REQUIREMENTS DEFINITION

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B4003T (21/06/99) Specifications - CGSB

A copy of the _____ referred to herein is available and may be purchased from:

CGSB Sales Centre
Place du Portage, Phase III, 6B1
11 Laurier Street
Hull, Québec K1A 1G6

Phone: (819) 956-0425, or
1-800-665-CGSB (Canada only)
Fax: (819) 956-5644

Internet address: <http://www.pwgsc.gc.ca/cgsb>

B4003T (16/02/98) Specifications - CGSB

Effective 21/06/99, this clause is superseded by B4003T.

B4004C (16/02/98) Approval

1. Approval of the first complete production unit or any part thereof must be obtained from the Design Authority. Approval of any part of a production unit shall not preclude the Design Authority from final approval of the complete unit.
 2. The Contractor shall, simultaneously with the production of the first unit, prepare an equipment specification which shall be amended by the manufacturer in the manner required by the Design Authority prior to the approval of the first complete production unit.
 3. The first complete production unit, as approved, together with the equipment specification, as amended, shall be the standard for inspection of the remaining production units by the Inspection Authority.
-

B - REQUIREMENTS DEFINITION

B4004C (01/06/91) Approval

Effective 16/02/98, this clause is superseded by B4004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B4005C (01/06/91) Test Data Evaluation

Test data, proving that the specification has been met, shall be supplied with the prototype equipment submitted for evaluation. Such data shall be certified by a responsible officer of the Contractor's company.

Particulars of the make, type, serial number and location of the test equipment used to obtain such test data shall be provided. Rejection or approval of the prototype shall be given within ____ days from the date of submission.

Test data requirements: ____ .

B4006D (15/12/95) Product, Use of (Pending Approval)

This clause is cancelled effective 21/06/99.

B4006D (01/06/91) Product, Use of (Pending Approval)

Effective 15/12/95, this clause is superseded by B4006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts when the Statement of Work provided by the customer department constitutes the sole specification for the work to be performed.

B - REQUIREMENTS DEFINITION

B4007C (01/06/91) Statement of Work

The Contractor shall perform the Work in accordance with the Statement of Work attached hereto as Annex "____" and forming part of this Contract.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts when the Statement of Work provided by the customer department is the prevailing specification, while the contractor's technical and management proposals merely provide details regarding the approach and general manner in which the work will be conducted.

B4008C (31/01/92) Statement of Work

The Contractor shall perform the Work as outlined in the Statement of Work attached hereto as Annex "____" and in accordance with the Contractor's technical and management portions of the Contractor's proposal entitled "____," dated _____, and forming part of this Contract.

B4008C (01/06/91) Statement of Work

Effective 31/01/92, this clause is superseded by B4008C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts when the contractor's proposal constitutes the specification for the work to be performed.

B4009C (31/01/92) Statement of Work

The Work to be performed shall be in accordance with the technical and management portions of the Contractor's proposal entitled "____," dated _____, and forming part of this Contract.

B4009C (01/06/91) Statement of Work

Effective 31/01/92, this clause is superseded by B4009C.

B - REQUIREMENTS DEFINITION

B4010C (16/02/98) Requirement

Effective 25/05/01, this clause is superseded by B4010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4010D (25/05/01) Requirement

1. To perform the work (repair and docking) on and for (*Insert name of vessel*) in accordance with:
 - (a) the Maintenance and Repair Specification List number _____ dated _____;
 - (b) supplementary specifications, amendments and clarifications presented at and recorded in the Minutes of the Bidders' Conference;
 - (c) written answers provided to bidders on questions raised during the bid period.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When using this clause for requirements in Ontario, insert "Ontario Regulation 250-94," and for requirements in the rest of Canada, insert "the Canadian Gas Association National Standard of Canada, CAN 1-B149.2-M95."

B4011T (15/12/95) Testing Responsibility

The Bidder shall be responsible for testing and legal remarking of cylinders/tanks at five-year intervals starting from the date of manufacture, in accordance with _____.

B4011T (01/06/91) Testing Responsibility

Effective 15/12/95, this clause is superseded by B4011T.

B - REQUIREMENTS DEFINITION

B4012D (01/06/91) Preservative

All open bearing are to be inhibited with a preservative compound conforming to standard 31-GP-3M (MIL-C-16173) Gr 2 or MIL-C-11796B.

All seals or shielded bearings must be of current production. Bearings manufactured within a period of one year from date of delivery to DND will be accepted as current production.

Remarks: Use this clause in conjunction with B4003T, Specifications - CGSB.

B4013D (15/12/95) Flame Resistance Requirements

The carpet mentioned herein must conform to the flame resistance requirements contained in Canadian General Standards Board (CGSB) standard 4-GP-129. As proof of this, a certificate from a qualified independent public test laboratory must be submitted with the bid.

B4013D (01/06/91) Flame Resistance Requirements

Effective 15/12/95, this clause is superseded by B4013D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When filling in the blanks, contracting officers are to specify either calendar days or working days.

B4014D (01/06/91) Proofs

Proofs will be submitted within _____ days from receipt of copy and must be returned to meet delivery date within _____ days.

B4015D (01/06/91) Proofs

This clause is cancelled effective 15/12/95.

B - REQUIREMENTS DEFINITION

Remarks: Use this clause when the design data is the property of DND. It does not apply to ammunition produced under the global contract with SNC IT Inc.

B4016D (30/10/96) Drawings and Specifications

Manufacture, packaging and inspection shall be governed by drawings, specifications and schedules approved by the Director Ammunition Materiel Management (DAMM) and issued under Canadian Forces Design Data List.

Remarks: Use this clause when the design data is not the property of DND. It does not apply to ammunition procured from FMS.

B4017D (30/10/96) Drawings and Specifications

1. Deliverable end items shall conform to drawings and specifications approved by the Design Authority. The following shall be forwarded to the Design Authority for approval prior to the commencement of manufacture:
 - (a) two (2) data lists of all drawings and specifications;
 - (b) two (2) sets of drawings detailing:
 - (1) complete round markings;
 - (2) method of packing, including dimensions;
 - (3) packing markings; and
 - (4) method of palletization.
2. The Design Authority shall return, within thirty (30) days, one copy either approved or showing the changes which Canada requires.

B4018C (15/12/95) Specifications

The Contractor warrants that the equipment specified in this Contract is capable of performing all the functions described in the Contractor's advertising and technical literature and is in complete accordance with the specifications contained therein.

B - REQUIREMENTS DEFINITION

B4018C **(01/06/91)** **Specifications**

Effective 15/12/95, this clause is superseded by B4018C.

B4019D **(30/10/96)** **US Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all US military specifications and standards which may be applicable to this requirement. These specifications and standards are available commercially, or may be obtained directly from the US Department of Defense, Philadelphia, telephone: (215) 697-2179/2667; facsimile: (215) 697-1462.

B4020D **(01/06/91)** **Print Quality**

This clause is cancelled effective 31/03/95.

B4021D **(15/12/95)** **Warranty - Civilian**

This clause is cancelled effective 21/06/99.

B4021D **(01/06/91)** **Warranty - Civilian**

Effective 15/12/95, this clause is superseded by B4021D.

B - REQUIREMENTS DEFINITION

B4022D (01/06/91) **Documentation**

Effective 15/12/95, this clause is superseded by B4025D.

B4023D (01/06/91) **Hovercraft - Standard of Work**

This clause is cancelled effective 01/12/92.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the contracting officer will only accept the goods that are specified in the bid solicitation. When equivalent substitutes will be considered, clause B3000T should be used instead.

B4024T (01/12/00) **Stores Certifications**

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

B4024T (01/06/91) **Stores Certifications**

Effective 01/12/00, this clause is superseded by B4024T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When used in a standing offer, contracting officers are to delete the reference to the "Contractor's offer" and insert "Offeror's offer". This list should be amended according to each situation.

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B4025D (25/05/01) Priority of Documents

The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

1. the written agreement between the parties (includes annexes/appendices)
2. General Conditions (*Insert title and number*)
- 3.
- 4.

Last - the Contractor's offer (**Date of offer** _____)

B4025D (15/12/95) Priority of Documents

Effective 25/05/01, this clause is superseded by B4025D.

B4026D (31/01/92) Priority of Documents

Effective 01/12/92, this clause is superseded by M2016D.

B4027D (01/08/92) Air Charter Services

This clause is cancelled effective 15/12/95.

B - REQUIREMENTS DEFINITION

B4027D (31/01/92) Air Charter Services

Effective 01/08/92, this clause is superseded by B4027D.

B4030D (31/03/95) Aircrew Reqts - Fixed Wing Aircraft

The pilot-in-command must have flown a minimum of 1,000 hours on fixed wing aircraft, including 500 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the contract area of operation.

When so requested by the Charterer, the Contractor shall provide documentary proof in the form of an affidavit of such experience.

At any time during the course of the operations, when the flight crew or maintenance crew are deemed by the Charterer to be unsatisfactory for safety or other reasons, the Charterer shall inform the Contractor in writing that the flight crew or maintenance crew must be replaced, whereupon the Contractor is to withdraw such crew. The aircraft involved shall be considered unserviceable until a satisfactory crew resumes operations. The Charterer must advise the Contracting Authority of the problem with the crew(s) and the Contractor must advise the Contracting Authority of the corrective action taken.

Cause for consideration of the crew as being unsatisfactory shall include but is not limited to the following: incompetence and/or inexperience in operating and maintaining the aircraft for normal operations.

B4031D (31/03/95) Aircrew Reqts - Rotary Wing

The pilot-in-command must have flown a minimum of 1,000 hours on rotary wing aircraft, including 500 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the contract area of operation.

When so requested by the Charterer, the Contractor shall provide documentary proof in the form of an affidavit of such experience.

At any time during the course of the operations, when the flight crew or maintenance crew are deemed by the Charterer to be unsatisfactory for safety or other reasons, the Charterer shall inform the Contractor in writing that the flight crew or maintenance crew must be replaced, whereupon the Contractor is to withdraw such crew. The aircraft involved shall be considered unserviceable until a satisfactory crew resumes operations. The Charterer must advise the Contracting Authority of the problem with the crew(s) and the Contractor must advise the Contracting Authority of the corrective action taken.

Cause for consideration of the crew as being unsatisfactory shall include but is not limited to the following: incompetence and/or inexperience in operating and maintaining the aircraft for normal operations.

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Remarks: The clause must be included in all contracts and standing offers for air travel requirements.

B4032D (30/10/96) Safety Briefing

The pilot-in-command of the aircraft shall provide a safety briefing for all passengers before flight. Said briefing is to be conducted in accordance with the document entitled "Safety Briefing", and documented by the signature of the senior representative of the Charterer boarding the aircraft. Such documentation may be provided on a separate confirmation form, provided it contains, as a minimum, the information stipulated under the heading "Customer Safety Briefing Confirmation". Copies of the Safety Briefing document can be obtained from the Contracting Authority named on page 1 of this document.

B4032D (31/03/95) Safety Briefing

Effective 30/10/96, this clause is superseded by B4032D.

Remarks: Use this clause when the Director Ammunition Materiel Management (DAMM) requests data cards.

B4033D (30/10/96) Ammunition Data Cards

Ammunition Data Cards shall be prepared in accordance with Canadian Forces Specification D-09-002-002/SG-000 or standard MIL-STD-1167 and shall be forwarded both to the consignee and to the following:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DAMM

B4034D (30/10/96) Proof Data

A copy of the original proof results and a copy of the results of any surveillance test performed on the ammunition subsequent to manufacture shall be forwarded to:

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National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DAMM

B4035D (30/10/96) Specialized Shipping Containers

In addition to the specified packaging procedures outlined herein, when shipping any repaired or overhauled items, the Contractor shall use the containers provided by Canada, if any. If necessary and where practicable, containers shall be repaired. All non-pertinent markings shall be obliterated by the use of a suitable masking paint and all loose or curled labels shall be removed prior to the application of new labels.

The Contractor shall monitor for items requiring special packaging or handling, and shall recommend appropriate methods to the Requisition Authority.

B4037D (30/10/96) Aerospace Engineering Change Proposal

With respect to engineering change proposals, the procedures set out in Aerospace Engineering Change Proposal (AECF) CFTO C-05-002-001/AG000 (current issue) shall apply.

B4039D (30/10/96) Aircraft Tire Balancing

All tires requiring balancing hereunder shall be balanced by balance patches only.

Remarks: Use the following clause to define the method of tire age identification.

B4040D (30/10/96) Tire Age Identification

1. All tires shall show year of manufacture, by one of the following methods:

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- (a) Tires shall be coded by one circumferential band of 3/4 inch to 1 inch wide tape, completely around and approximately centred on the tread. Alternate numbers shall be inverted to ensure legibility on tire racks. The appropriate colour is shown on the chart below; or

YEAR OF MANUFACTURE	TAPE COLOUR
1995	Yellow
1996	Magenta
1997	Red
1998	Silver/Grey
1999	Green
2000	Blue
2001	Orange
2002	Yellow

- (b) Tires shall be coded by one circumferential band of white tape 3/4 inch wide, completely around and approximately centred on the tread, with the year of manufacture shown in black numbers 1/2 inch high repeated at 12 inch intervals. Alternate numbers shall be inverted to ensure legibility on tire racks.

Remarks: Use this clause for items which contain radioactive material (RAM) in schedule quantity (SQ) as defined by Atomic Energy Control Regulations pursuant to the *Atomic Energy Control Act*. SQ of RAM is used in DND equipment for illuminating (compasses, sight units, beta lights, dials, etc.), regulating (oxygen regulators, helicopter wing, etc.), coating lenses (MK 102 telescope, light armour vehicles, etc.), detecting system (CAM, EVD, TDV, etc.), check sources and calibrators (AN UDM 1A, FDR 502, UDM 501, etc.), lasers (laser range finder, CF 18 laser target acquisition), radars (ADATS), engineering equipment (troxlers, safe lane markers, etc.), nuclear gauges, industrial radiography, among other uses.

B4041D (30/10/96) Radioactive Material

The Contractor shall report all radioactive materials which are in schedule quantities as provided for in the *Atomic Energy Control Act* and Regulations. The Contractor shall conform to the current issue of CFTO C-02-040-003/TP-000 in respect of all aspects of licensing, reporting, marking, transporting, packaging, warnings in manuals, disposal, repair procedures, and other subject areas provided for therein.

B4042D (30/10/96) Identification Plates

1. Where identification plates are required, the Contractor shall arrange for their design and manufacture in accordance with the current issue of Canadian Forces Specification D-02-002-001/SG-001. Such plates shall be affixed to the deliverable end items prior to delivery.

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2. Identification plates applicable to the U.S. Navy F-18 program shall be manufactured in accordance with the current issue of MIL-STD-130, except that the "U.S." shall be blanked out and the Canadian Contract number, prefixed with the word "CANADA", shall be specified in the Contract Number block.

3. Prior to production, identification plate drawings are to be submitted for approval to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP 5-4-5

Remarks: Use the following clause to obtain nomenclature for equipment of military design, and where the life cycle material manager (LCMM) requests it, for commercial equipment.

B4043D (30/10/96) Military Nomenclature

1. The Contractor shall prepare nomenclature data (or confirm existing data), in accordance with the current issue of the following Canadian Forces Specifications:

- (a) for Electronic Equipment: D-01-000-200/SF-001 (CA) or MIL-STD-196D (US);
- (b) for Aeronautical Equipment: D-01-000-200/SF-002 (CA) or MIL-STD-875A (US);
- (c) for Photographic Equipment: D-01-000-200/SF-003 (CA) or MIL-STD-155 (US).

2. The Contractor shall submit such nomenclature data to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Dr
Ottawa ON K1A 0K2

Attention: DCIP 5-4-5

no later than ninety (90) days prior to delivery of the deliverable end items to which the data relate.

Remarks: Use this clause to define the packing and marking for food requirements.

B4044D (30/10/96) Year of Pack and Marking

All food packages shall contain only the current season's crop of the country of origin. Each packing case shall be marked on one end with the month and year of packing in letters one half to one inch in height.

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Remarks: Use this clause to define the requirements for shipping containers for food.

B4045D (30/10/96) Shipping Containers

All food shipping containers shall meet the requirements of the Railway Transport Committee Regulations and Canadian Freight Classification No. 22.

Remarks: Use the following clause to define the requirement for food batch numbers.

B4046D (30/10/96) Batch Number

All food batch numbers shall be marked on the exterior of each case of meat, meat products, poultry and poultry products.

Remarks: Use the following clause in aerospace application when marking of hose assemblies is required.

B4047D (30/10/96) Marking - Aircraft Hose Assemblies

All rubber hose assemblies and all medium and high pressure teflon hose assemblies for aerospace applications, shall have a permanent identification band attached by welding.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for first article testing and approval to ensure that the Contractor can produce for acceptance a product that conform to all Contract requirements.

B4048D (30/10/96) First Article Testing and Approval

1. The Contractor shall carry out all required first article inspections and tests to verify conformance to the specified requirements prior to production.
2. The Contractor shall provide a copy of the proposed first article test procedure to the Contracting Authority who, in conjunction with the Design or Technical Authority (DA/TA), must approve before

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testing can commence. The test procedure shall be forwarded to the Contracting Authority within ____ days from the effective date of the Contract. The Contracting Authority shall notify the Contractor, in writing, within ____ days of receipt of the approval or rejection of the first article test procedures. First article testing shall not commence until notification is received from the Technical Authority that the first article test procedure has been approved.

3. The Contractor shall test ____ first article units of ____ (Name of deliverable end item). Test data submitted for approval shall be verified to the satisfaction of the Quality Assurance Representative (QAR).
4. The first article or first article test data, as provided for herein, together with appropriate evidence of QAR verification, shall be forwarded to the Contracting Authority for approval within ____ days from the effective date of the Contract. The Contracting Authority shall notify the Contractor, in writing, within ____ days of receipt of the approval or rejection of the first article. The notice of approval shall not relieve the Contractor from its obligation to comply with all of the requirements of the Contract. A notice of approval may be conditional on further action required by the Contractor. A notice of rejection shall state the reasons for the rejection.
5. The commencement of production prior to first article acceptance by Canada is at the sole risk of the Contractor.
6. Unless otherwise provided in the Contract, the Contractor may deliver an approved first article as part of the deliverable end items if it meets all Contract requirements for acceptance.
7. If the first article or first article test report is rejected, the Contractor, upon request, shall repeat any or all first article tests. After each request for additional tests the Contractor shall either make any necessary changes, modifications, or repairs to the first article or select another first article for testing. The Contractor shall then delivery another first article or first article test report to Canada within ____ days of so being requested. All costs related to these tests shall be borne by the Contractor.
8. If the Contractor fails to deliver any first article or first article test report by its due date, or if any first article or test report is rejected, the Contractor shall be deemed to have failed to make delivery by the due date and shall be in default under the Contract.
9. In this first article test clause,

"approval" means written notice to the Contractor accepting the first article or first article test data as conforming with the specified contractual requirements.

"first article" means a preproduction model or sample, initial production sample, test sample, first lot, pilot lot, or pilot model.

"first article testing" means testing and evaluating the first article for conformance with contract requirements before or in the initial stage of production.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Long Lead Time Item List for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4049D (13/12/02) Long Lead Time Item List

1. The Contractor shall, within ____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, a Long Lead Time Item List (LLTIL), prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The cost of preparing the LLTIL may be included in the <<1>> ____ price. Any item with a procurement lead time (from placement of order to delivery) of greater than ____ months shall be included. Specific details of the data elements required in the LLTIL are listed on the Provisioning Documentation Selection Sheet appended at Annex ____.
2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of items listed in the LLTIL, shall also be provided by the Contractor in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4049D (24/05/02) Long Lead Time Item List

Effective 13/12/02, this clause is superseded by B4049D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define the requirement for an Interim Spares List for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4050D (13/12/02) Interim Spares List

1. The Contractor shall, within ____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, an Interim Spares List (ISL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF000. The

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cost for preparing the ISL may be included in the <<1>> _____ price and the ISL shall include _____ the approximate number of line items appearing therein. The ISL shall specify those spares which must be delivered prior to or concurrently with the goods to which the spares relate, in order to support those goods from the first day of delivery until the receipt of spares from the Provisioning Parts Breakdown (PPB) / Recommended Spare Parts List (RSPL). Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.

2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of items listed in the ISL shall also be provided by the Contractor along with the ISL, in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4050D (24/05/02) Interim Spares List

Effective 13/12/02, this clause is superseded by B4050D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Provisioning Parts Breakdown for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4051D (13/12/02) Provisioning Parts Breakdown

1. The Contractor shall, within _____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, a Provisioning Parts Breakdown (PPB) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF0-000. The cost for preparing the PPB may be included in the <<1>> _____ price. Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.
2. Supplementary Provisioning Technical Documentation (SPTD) for configuration verification and the codification and cataloguing of all items listed in the PPB shall also be provided by the Contractor

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along with the PPB in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.

3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4051D (24/05/02) Provisioning Parts Breakdown

Effective 13/12/02, this clause is superseded by B4051D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Recommended Spare Parts List for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4052D (13/12/02) Recommended Spare Parts List

1. The Contractor shall, within _____ days of the effective date of the Contract, provide to the Contracting Authority and to DND address cited below, a Recommended Spare Parts List (RSPL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The cost for preparing the RSPL may be included in the <<1>> _____ price. Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.
2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of all items listed in the RSPL shall also be provided by the Contractor along with the SPTD in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

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Attention: Director, Technical Information and Codification Services

B4052D (24/05/02) Recommended Spare Parts List

Effective 13/12/02, this clause is superseded by B4052D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. To define a requirement for an Initial Provisioning Guidance Conference (IPGC) for new equipment acquisitions.

B4053D (30/10/96) Initial Provisioning Guidance Conference

1. Subject to paragraph 2., the Contractor shall plan and hold an Initial Provisioning Guidance Conference (IPGC) for the clarification of the requirements of the Initial Provisioning documentation called up in the Contract. The Conference, of which the Contractor shall keep formal minutes, shall be held at the Contractor's facility and shall take place as soon as practicable after the effective date of the Contract. There shall be no cost to Canada for the IPGC.
 2. The Contractor shall contact ____ at telephone () ____ - ____ immediately following the effective date of the Contract to establish:
 - (a) whether a Guidance Conference is necessary in the particular instance; and
 - (b) to confirm arrangements if the conference is deemed necessary.
 3. Canada's IPGC representation would normally consist of either one or two DND representatives, and a conference would not normally last longer than one day.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. To define a requirement for an Initial Provisioning Conference (IPC) for new equipment acquisitions. In variable <<1>> of paragraph "1." insert the number of days. In variable <<2>> insert the name of the contact person. In variable <<3>> insert "bid" at the solicitation stage and "Contract" at the contract stage.

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B4054D (30/10/96) Initial Provisioning Conference

1. The Contractor shall within <<1>> day of the effective date of the Contract, contact <<2>> by telephone at () - to arrange an Initial Provisioning Conference (IPC) to be held at the Contractor's facility. The cost per day for an IPC shall be included in the <<3>> price.
 2. The purpose of the IPC is:
 - (a) if a Provisioning Parts Breakdown (PPB) has been included in the contract, to allow Canada to verify that the PPB reflects the current and complete configuration of the equipment being procured by comparing it to full assembly drawings; and
 - (b) if a PPB has not been included in the contract, to select the spares required to support the deliverable end items during an initial period of service.
 3. The Contractor shall have available:
 - (a) a suitable conference room;
 - (b) engineering and product support assistance;
 - (c) equipment for a physical examination, if practicable;
 - (d) engineering, reliability and maintainability data;
 - (e) modification data, if applicable;
 - (f) Supplementary Provisioning Technical Documentation (SPTD) as defined in the current issue of Canadian Forces Specification D-01-100-214/SF-000.
 4. Canada's provisioning representation would normally consist of five representatives from the technical and logistic areas.
 5. The Contractor may still be required to provide logistic and engineering clarification or assistance and shall be required to provide SPTD should it subsequently be decided that a provisioning conference is not necessary.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for Materiel Change Notices (MCNs) for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4055D (30/10/96) Material Change Notice

1. Should there be any change to the information contained in the Provisioning Parts Breakdown (PPB), the Contractor shall prepare and submit Materiel Change Notices (MCNs) in accordance with the current issue of Canadian Forces Specification D-01-100-215/SF-000. The cost per MCN shall be included in the <<1>> price.

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2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of each new item listed on an MCN shall also be provided by the Contractor in accordance with the current issue of Canadian Forces Specification D-01-100-215/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of an MCN, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP _____

Telephone: (613) ____ - ____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for contracts for goods requiring spare parts for which existing initial provisioning documentation is required to be revised.

B4056D (30/10/96) Revision of Provisioning Parts Breakdown

1. The Provisioning Parts Breakdown (PPB), provided in electronic media consistent with the current issue of Canadian Forces Specification D-01-100-214/SF-000, shall be amended by the Contractor to reflect all design changes.
2. Should the Contractor have any questions regarding the provisioning documentation, and its delivery, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP _____

Telephone: (613) ____ - ____

B4057D (30/10/96) Bilingual Publications

1. The Contractor shall provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items.

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2. The Contractor shall provide as part of its proposal:

- (a) a recommended list of publications for approval by the Technical Authority, and
- (b) a price quotation for all such publications based on options 1 through 4 following. The price structure shall be itemized in such a way as to clearly reflect the price differential between the different options and to clearly indicate what costs are directly attributable to the second official language requirement. Bidders shall also specify lead times required for delivery for each of the following options.

Option 1: Newly Written Manuals

All publications produced in both English and French, in side-by side format, in full conformance with the current issues of C-01-100-100/AG-002 and C-01-100-100/AG-003.

Option 2: Existing Manuals

All publications provided as existing commercial or foreign government off-the-shelf manuals in both English and French, in side-by-side format, meeting the requirements of the current issue of C-01-100-100/AG-005, provided that where existing commercial publications are not available, Option 1 shall apply.

Option 3: Alternate Format

All publications provided in any cost effective format in both English and French, provided they meet the requirements of the current issue of C-01-100-100/AG-005. This option requires the written approval of the Technical Authority prior to awarding of Contract.

Option 4: Right to Translate and Reproduce

All publications provided as existing unilingual commercial format, provided they meet the requirements of the current issue of C-01-100-100/AG-005, and provided that Canada is given the right to translate and reproduce, for Government use, any or all part of any publications supplied under the Contract.

Unilingual Publications

- 1. The Contractor shall provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items.
- 2. The Contractor shall provide as part of its proposal
 - (a) a recommended list of publications for approval by the Technical Authority;
 - (b) a price quotation for publications based on Options 5 and 6 following;
 - (c) lead times required for delivery for each of the options.

Option 5: Newly Written Manuals

All publications produced in full conformance with the current issue of C-01-100-100/AG-002 and C-01-100-100/AG-003.

Option 6: Existing Manuals

All publications provided as existing commercial or foreign government off-the-shelf manuals in accordance with the current issue of C-01-100-100/AG-005, provided that where existing commercial publications are not available, Option 5 shall apply.

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B4058D (30/10/96) Publications, Specs. and Standards

1. Publications constituting deliverable end items shall be produced in conformance to the following specifications:

(a) **Format**

The current issue of C-01-100-100/AG-002 - Preparation of Technical Manuscripts by contractors.

The current issue of C-01-100-100/AG-003 - Production of Reproducible for Department of National Defence Technical Publications.

The current issue of C-01-100-100/AG-005 - Acceptance of Commercial and Foreign Government Publications as Adopted Publications.

(b) **Procurement**

The current issue of D-01-000-100/SF-000 - Specification for Procurement of Publishing Services and Published Works.

(c) **Packaging**

The current issue of D-LM-008-022/SG-000 - Standard of Packaging for Documentation.

(d) **Policy and Procedures**

The current issue of A-AD-100-100/AG-000 - National Defence Publishing Policy and Administration Procedures.

(e) **Technical Content**

The technical content shall meet the requirements of the current issue of the following specifications:

D-01-100-200/SF-000 - Preparation of Equipment Data Summaries;

D-01-100-202/SF-000 - Preparation of Equipment Descriptions;

D-01-100-203/SF-000 - Preparation of Operating Instructions;

D-01-100-204/SF-000 - Preparation of Preventative Maintenance Instructions;

D-01-100-205/SF-000 - Preparation of Corrective Maintenance Instructions;

D-01-100-207/SF-000 - Preparation of Parts Identification Lists.

(f) **Quality Assurance**

The Contractor shall conform to the Quality Assurance Program detailed in the current issue of C-01-100-100/AG-002 and C-01-100-100/AG-003.

2. Additional specifications may be called up by the Technical Authority respecting any specific publication deliverable end item.

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Remarks: Use this clause for the provision of documents to the Contractor.

B4059D (30/10/96) Government Supplied Technical Documents

1. Should the Contractor require government drawings and publications or other technical documents, they shall be obtained from the nearest Canadian Forces Quality Assurance Region office.
 2. At the conclusion of the Contract, the Contractor shall provide the Technical Authority with a list of all DND owned Canadian Forces Technical Orders (CFTOs) and microform production material, with a request for disposal instructions.
-

Remarks: Use this clause when NATO Stock Numbers (NSNs) are not available when the original requisition is raised.

B4060D (30/10/96) Cataloguing Requirements

Unless authorized by the Contracting Authority, the Contractor shall not release for shipment any item which is not identified with a NATO Stock Number (NSN). If an NSN has not been provided, the Contractor shall request an NSN from the Contracting Authority sixty (60) days prior to the scheduled shipment date. Such request shall include the technical documentation required to allow for the cataloguing and assignment of the NSN.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for Capital Acquisition Procurement Requirements, in bid solicitations and contract documents when controlled goods are to be purchased or repaired.

B4061D (13/12/02) Technical Data Summary

The Contractor shall furnish the Technical Authority with a Technical Data Summary, or a Technical description, or a Technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the Contractor from a sub-contractor or vendor, the Contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation. The Contractor must also identify any "controlled goods" as defined in the Schedule to the *Defence Production Act*. (See Standard

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Acquisition Clauses and Conditions Manual clause A9130D). All data shall be submitted at least sixty (60) days prior to the scheduled delivery date of the deliverable end item.

B4061D (30/10/96) Technical Data Summary

Effective 13/12/02, this clause is superseded by B4061D.

B4062D (30/10/96) Nomenclature and Identification Plates

Effective 01/12/00, this clause is superseded by B4042D, B4043D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4066D (30/10/96) Service Bulletins

The Contractor shall deliver to the Technical Authority ____ copies of any Service Bulletins produced which cover modifications, improvements, or special maintenance actions to the deliverable end items purchased by Canada. This service shall continue for a period of ____ year(s) after delivery of the goods.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4068D (30/10/96) Government Review Period

1. The Contractor shall provide to the Contracting Authority, a production and delivery schedule for the publications which constitute deliverable end items that will ensure availability of the publications concurrently with the delivery of the goods to which the publications relate. The Contractor's schedule shall account for the time required by Canada to conduct reviews and provide acknowledgement or comments.
2. **Stages**
The following production milestone review stages shall be used for initial planning purposes:
 - (a) English Manuscript Approval

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- (b) French Manuscript Translation Accuracy Check (TAC)
- (c) Camera-ready Pages (Reproducible)
- (d) Printed Copy
- (e) Consignment of approved manuals

3. Quantities

Following Certificate of Compliance approval, _____ copies of the publications which constitute deliverable and items shall be delivered to the consignees provided for herein.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define the marking requirements for materiel with a limited shelf-life. Choose from the following listing:

- (a) specification number (type, grade, class) of item;
- (b) manufacturer's name;
- (c) manufacturer's part or drawing number;
- (d) manufacturer's batch or serial number;
- (e) qualification number;
- (f) cure date of rubber components;
- (g) other data required by the contract or by the commodity specification;
- (h) date of repair or overhaul;
- (i) date of manufacture;
- (k) name of repair or overhaul contractor;
- (m) modification status; and
- (n) serial number of item.

B4069D (30/10/96) Markings - Shelf Life Materiel

1. The Contractor shall ensure that markings on interior and exterior packages of items _____ include the following special markings:
 2. List of Markings required: _____
 3. These markings shall be applied and positioned in accordance with Canadian Forces Packaging Specifications (CFPS) D-LM-008-002/SF-001.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define the status of Contractor employees. The contracting officer shall insert "officer" or "non-commissioned officer" in the fill-in.

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B4070D (30/10/96) Status

Employees of the Contractor, when performing their duties at an establishment of the Department of National Defence will be accorded _____ status.

Remarks: The contracting officer will edit the clause by specifying the applicable standard - W47.1 or W47.2.

B4075D (25/05/01) Welding Certification

Welding shall be undertaken only by a Contractor approved by the Canadian Welding Bureau (CWB) to meet the requirements of Canadian Standards Association (CSA) Standard: W47.1, Certification of Companies for Fusion Welding of Steel Structures, or W47.2, Certification of Companies for Fusion Welding of Aluminum. Approved welding procedures by the CWB shall be supplied on demand to the Inspection Authority.

B5000C (15/12/95) Design Change

This clause is cancelled effective 13/12/99.

B5000C (01/06/91) Design Change

Effective 15/12/95, this clause is superseded by B5000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the responsibility to authorize design changes or deviations is retained by Canada.

B5001C (13/12/02) Design Change/Deviation

1. Design change/deviations from contract specifications must be authorized in advance as follows:

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- (a) the Contractor will prepare Section 1 of form PWGSC-TPSGC 9038, Design Change/Deviation (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>), and forward _____ copies to:

Name of Design Authority: _____

Address: _____,

and one copy to:

Name of Contracting Authority: _____

Address: _____.

- (b) after approval by the Design Authority, _____ copies of form PWGSC-TPSGC 9038 shall be forwarded to the Contracting Authority for official authorization and incorporation into the Contract.

B5001C (16/02/98) Design Change/Deviation

Effective 13/12/02, this clause is superseded by B5001C.

Remarks: The following clause is to be used in contracts for goods and services where complete specifications are provided.

B5002C (15/12/95) Substitution/Deviation - Authorization

Unless otherwise specifically provided for in the Contract, nobody but the Contracting Authority is authorized to modify the specifications or the conditions under which supply is to be made or services to be rendered.

B5002C (01/06/91) Substitution/Deviation - Authorization

Effective 15/12/95, this clause is superseded by B5002C.

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B5003D (16/02/98) Author's Alterations

1. Author's alterations of a minor nature resulting from proof submission are permitted; however, full details of these alterations and related charges must be submitted to the Contracting Authority for review before their payment may be authorized.
 2. No change to the specification may be made without prior approval of the Contracting Authority.
-

B5003D (01/06/91) Author's Alterations

Effective 16/02/98, this clause is superseded by B5003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B5006D (15/09/97) Design Changes

1. In the event that modifications, i.e. Design Changes or additional work are introduced, costs for this work will be negotiated under Design Change Procedure. Even if there is no change in cost, the Design Change form shall be completed to provide a formal reference to the change in Specification.
 2. Should the Owner deem it advisable to make any reasonable changes in the arrangement or details during the course of the work, provided they are ordered before that particular part of work to which the Owner refers is commenced and they involve no extra cost to the Contractor, they shall be implemented without invalidating the Contract.
 3. The costs of Design Changes will be negotiated as follows:
 - (a) Labour at a Firm Hourly Chargeout rate of \$_____ per person-hour.
 - (b) Material at Laid Down Cost, plus of mark-up of _____ percent.
 - (c) Goods and Services Tax or Harmonized Sales Tax to be shown as a separate item.
-

B5006D (01/06/91) Design Changes

Effective 15/09/97, this clause is superseded by B5006D.

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Remarks: Use this clause for new construction, repair or re-fit of ships, general construction, or in any other contract where the possibility of design changes or additional work arising exists.

B5007D (13/12/02) Design Change or Additional Work

In the event of Design Changes, Additional Work or New Work being introduced to the Contract, the procedure given below must be followed:

Design Changes, Additional or New Work Originating from the Technical Authority:

1. The Technical Authority will inform the Contracting Authority of the requirement, giving sufficient details.
2. The Contracting Authority will forward this information to the Contractor requesting estimates for the Work on a firm price basis wherever possible (increased or decreased).
3. The Contractor shall submit an estimate, supported by full details, to the Contracting Authority on:
 - (a) form PWGSC-TPGSC 9038, Design Change/Deviation, (<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>) or
 - (b) form PWGSC-TPSGC 1379, Work Arising or New Work, or
 - (c) other forms as may be designated by the Contracting Authority.
4. The Contracting Authority will evaluate and negotiate with the Contractor as necessary and, upon agreement being reached, authorize the Work and amend the Contract accordingly.

Design Changes, Additional or New Work Originating from the Contractor:

1. The Contractor will submit the proposal to the Contracting Authority, supported by full details including specifications and drawings if necessary, and reasons for the submission, together with the estimated cost (increased or decreased) for the Work, and request approval for same.
2. The Contracting Authority will present the proposal to the Technical Authority for their review and approval.
 - (a) If approved, the Contracting Authority will negotiate with the Contractor, finalize prices, authorize the Work and amend the Contract.
 - (b) If not approved, the Contracting Authority will advise the Contractor.
 - (c) If approved with modifications, the procedures outlined under "*Design Changes Originating from the Technical Authority*" will be followed.

Authority

The Contractor shall not proceed with any design change, additional work or new work without the written authorization of the Contracting Authority. Any work taken in hand without the Contracting Authority's written

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authorization shall be considered to be work carried out outside the scope of the known contracted work and no extra payment shall be made for any such work.

Local approvals:

1. Design Changes of a minor nature and low-dollar value, and particularly those requiring urgent decisions, WHEREVER POSSIBLE, will be dealt with by the Contracting Authority's on-site representative.
 2. The Contracting Authority's on-site representative will negotiate a "firm price" with the Contractor for the Work, discuss same with the Technical Authority and, upon agreement, approve and advise the Contractor to proceed.
 3. The Contract will be amended.
 4. Forms will be provided for the proper reporting of the above indicating individual and cumulative maximum dollar values.
-

B5007D (10/12/01) **Design Change or Additional Work**

Effective 13/12/02, this clause is superseded by B5007D.

Remarks: Use the following clause in aircraft overhaul and maintenance contracts with relation to controlled procurement inventory.

B6000C (15/12/95) **Controlled Procurement Inventory**

Prior to the purchasing of any spares estimated to be necessary for the performance of this Contract, a list of such spares shall be submitted to the Contracting Authority. The Contracting Authority will forward the list of spares to the Technical Authority for review to determine if any existing stocks of spares belonging to Canada may be used as government issue in the performance of this Contract. When the list has been reviewed, the Contracting Authority shall advise the Contractor in writing of those spares, if any, which will be government issue under this Contract; provided that this clause shall not be construed as approval by Canada of the Contractor's estimates of the spares to be required in the performance of the Work; and provided further that this clause shall not be deemed to alter or modify any other provision of this Contract or relieve the Contractor from any responsibility in carrying out the Contract or impose any obligation on Canada.

The Contractor shall keep all such spares purchased or acquired by it, physically segregated from the Contractor-furnished material and shall furnish the Contracting Authority with an accounting of its acquisition, storage, handling and use of such spares as Canada may require. The Contractor shall allow the Contracting and/or Technical Authority to have access to the Contractor's provisioning methods, allowing for the inspection of the inventories, accounting method, storage, handling, care, and the use of such spares.

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B6000C (01/06/91) **Controlled Procurement Inventory**

Effective 15/12/95, this clause is superseded by B6000C.

B6001D (01/06/91) **Design - Property of Canada**

Effective 15/12/95, this clause is superseded by K3006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B6002D (16/02/98) **Government-Owned Cylinders, Servicing of**

1. OPERATION 1:

Hydrostatic testing including washing, drying and valving \$_____ per cylinder.

2. OPERATION 2:

Washing, drying and valving only \$_____ per cylinder.

3. OPERATION 3:

Painting and stencilling \$_____ per cylinder.

4. OPERATION 4:

(a) Replacing valves \$_____ per cylinder.

(b) Repairing Valves \$_____ per cylinder.

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B6002D (01/06/91) Government-Owned Cylinders, Servicing of

Effective 16/02/98, this clause is superseded by B6002D.

B6003D (01/06/91) Components of the Work

This clause is cancelled effective 15/12/95.

Remarks: Use this clause in contract documents which incorporate General Conditions such as DSS-MAS 1034 and DSS-MAS 9329, which do not include provisions for damage to or loss of Crown property.

B6004D (21/06/99) Crown Property, Damage to or loss of

The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

B6004D (15/12/95) Crown Property, Damage to or loss of

Effective 21/06/99, this clause is superseded by B6004D.

B6005D (31/01/92) Ownership of Product

All products and materials provided to perform the work and any modifications made by the selected Contractor shall be the property of the Crown.

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Remarks: Use the following clause in contracts for licenced software.

B6010C (01/12/00) Licenced Software - Transfer

The licences obtained pursuant to this Contract are freely transferable by the Licensee to any Canadian government department, corporation or agency as defined in schedules I, I.1, II or III of the *Financial Administration Act* or to any other party for which the Department of Public Works and Government Services has been authorized to act pursuant to section 8 of the *Department of Public Works and Government Services Act*, upon the terms and conditions set out herein, provided however, that the Licensee shall inform the Contractor of the transfer and the location(s) of the licensed software within thirty (30) days of the transfer occurring.

B6010C (03/02/97) Licenced Software - Transfer

Effective 01/12/00, this clause is superseded by B6010C.

Remarks: Use this clause in all ship repair requirements for a military unmanned refit.

B6100D (25/05/01) Stability

The Contractor shall be solely responsible for the stability and trim of the ship during the period the ship is in the Contractor's facility, including docking and undocking. To this end, the Contractor shall maintain weight change information pertinent to the ship's stability during the docking period. The Department of National Defense will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of centre of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

Remarks: The following clause is used by Aerospace, Marine and Electronics Systems Sector, where applicable.

B6300C (16/02/98) Shortages, Issue Equip. Owned by Canada

The Contractor shall conform to such Canadian Forces supply instructions as issued by the Technical Services Agency covering the demanding, handling, storage and maintaining of adequate records of contract issue stores owned by Canada. Notice of any shortages shall be given in duplicate on form CF 152 to the Contracting Authority named on page 1, who shall determine whether such shortage or shortages are normal, consideration being given to the volume of such stores handled by the Contractor. Each notice shall be supported by a letter setting forth the reasons for the deficiencies and indicating on a percentage basis the

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relationship of the quantity of such shortage to the total quantity acquired per item. The Contractor shall be responsible for any shortage in excess of such normal shortage.

B6300C (01/06/91) Shortages, Issue Equipment Owned by Can.

Effective 16/02/98, this clause is superseded by B6300C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in Defence Production Revolving Fund contracts when government-supplied materiel or government-furnished equipment will be provided to the contractor.

B6700C (15/12/95) Government Issue

Items of government issue described in this Contract will be supplied to the Contractor for incorporation by the Contractor in the supplies required to be produced and delivered.

The Contractor shall segregate and store such items of government issue as Canada's property pending incorporation in the supplies.

Any items of government issue to be supplied directly from Canada's stock will be made available to the Contractor, subject to the availability of stock.

All other components, etc., not explicitly mentioned above are to be supplied by the Contractor.

B6700C (01/06/91) Government Issue

Effective 15/12/95, this clause is superseded by B6700C.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when Government Supplied Materiel (GSM) is to be provided for ammunition packaging or to be incorporated in the ammunition item.

B6701C (30/10/96) Government Supplied Materiel

The following Government Supplied Materiel (GSM) will be supplied, subject to Department of National Defence Headquarters/Director Ammunition Material Management (NDHQ/DAMM) receiving not less than six (6) weeks advance notification in writing.

List of Items

Remarks: Use this clause when the contractor will have to purchase non-consumable equipment and/or materials in order to perform the work, and the cost of these items are to be billed against the contract.

B6800C (15/12/95) Non-Consumable Equipment and Material

The Contractor shall take reasonable and proper care of all non-consumable equipment and material charged against this Contract while it is in the possession of the Contractor.

Concurrently with the submission of the final report, the Contractor shall provide the Technical Authority with a detailed list of all such equipment and material and request disposal instructions. A copy of the list shall also be forwarded to the Contracting Authority.

B6800C (01/06/91) Non-Consumable Equipment and Material

Effective 15/12/95, this clause is superseded by B6800C.

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B6801C **(01/06/91)** **Work-Site Regulations - Compliance**

Effective 31/03/95, this clause is superseded by A9062D.

B6802C **(16/02/98)** **Government Facilities and Chattels**

The supplier understands and agrees that the temporary help employees are not to use the government facilities and chattels for personal purposes.

B6802C **(01/06/91)** **Government Facilities and Chattels**

Effective 16/02/98, this clause is superseded by B6802C.

B6803D **(01/06/91)** **Accommodation**

Office space will be supplied as Government-Furnished Equipment.

B6804D **(01/06/91)** **Components of the Work**

This clause is cancelled effective 15/12/95.

B6805D **(15/12/95)** **Loan of Equipment**

Where a requirement exists for the Contractor to borrow any equipment for use while carrying out the Work, the Contractor is responsible for returning such equipment in good working order on completion of the operation.

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B6805D **(01/06/91)** **Loan of Equipment**

Effective 15/12/95, this clause is superseded by B6805D.

Remarks: The following clause should be used only with the appropriate security clause(s) as detailed in subsection "5-F" of the Standard Acquisition Clauses and Conditions Manual.

B6806C **(16/02/98)** **Work Location**

Normally, the Work shall be performed at the Contractor's own place of business. However, provision will be made for the Contractor's personnel, on a need-to-know basis, to have access to sensitive (designated/classified) information or assets as required. Contractor's personnel requiring access to sensitive information or assets must hold a valid, appropriate level of personnel security screening in accordance with the security requirements of the Contract. Facilities will be provided as necessary by the Project Authority. Technical and clerical support, supplies and equipment necessary to accomplish tasks are to be provided by the Contractor.

B6806C **(15/12/95)** **Work Location**

Effective 16/02/98, this clause is superseded by B6806C.

B6807C **(01/08/92)** **Work Location**

Effective 15/12/95, this clause is superseded by B6806C.

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B6808C (31/01/92) Work Location

This clause is cancelled effective 15/12/95.

B6808T (31/01/92) Work Location

This clause is cancelled effective 01/08/92.

B6809C (31/01/92) Work Location

Effective 01/12/92, this clause is superseded by M2017C.

B6811C (15/12/95) Crown Property

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

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B6811C (01/08/92) **Crown Property**

Effective 15/12/95, this clause is superseded by B6811C.

B6812D (16/02/98) **Laundering**

REQUIREMENT: For the laundering of items as per appendix "A", on an "as and when requested" basis.

1. **Prices to include:**

- (a) Pick-up and delivery of garments.
- (b) Minor repairs to be done automatically such as mending rips, patching, sewing on buttons. Contractor to supply buttons and patching materials.

2. Garments requiring major repairs, or which are beyond repair, must be identified as such by the Contractor and returned so identified to the point of origin.

3. Laundry shall be identified and parcelled, then returned on specified day with proper identification.

4. **Accounting:** The Contractor's delivery agent shall accept the client's count of soiled garments, towels and sheets, which the agent may check, and sign a delivery slip to be kept by the client. The Contractor's delivery slips for cleaned items will be signed by the client.

5. **Cleaning:** The Contractor's shall clean garments, towels and sheets by the usual commercial or any patented process to remove dirt, grime, dust, grease or other usual industrial type of soil likely to be encountered in a laboratory, workshop or ore dressing mill. Garments and sheets must be neatly pressed and folded.

Surgical garments must be rinsed in cold water and protein dissolving substance to remove protein, blood, etc., before laundering.

6. **Formula for all whites:** The following sequence of operations shall be used for washing of grease-laden undyed cotton clothing:

	OPERATION	SUPPLIES	INCHES OF WATER	TEMP. (°F)	TIME (MIN)
1)	Flush	N/A	12	100	2
2)	Flush	N/A	12	120	2
3)	Break	Liquid emulsifier and alkali	8	215*	12
4)	Flush	N/A	12	180	3

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5)	Suds	Soap plus alkali to give good running suds	7	190	10
6)	Suds	Soap plus alkali to give good running suds	7	190	8
7)	Suds	Bleach and soap to give good running suds	7	160	8
8)	Rinse	N/A	12	180	3
9)	Extract	N/A	N/A	N/A	2
10)	Rinse	Water	N/A	160	2
11)	Rinse	Water	N/A	140	2
12)	Rinse	Water	N/A	140	2
13)	Rinse	Water	N/A	120	2
14)	Rinse	Water	N/A	100	2
15)	Sour Water, sour (acid)	N/A	100	5	

* Boil with live steam.

Last three (3) rinses shall be checked for colour. If last rinses are not perfectly clear and free from supplies, additional rinses must be added before souring operation.

DO NOT OVERLOAD.

B6812D (15/12/95) Laundering

Effective 16/02/98, this clause is superseded by B6812D.

B6813D (15/12/95) Garments and Towels - Rental and Laundry

REQUIREMENT: FOR THE RENTAL AND LAUNDRY OF GARMENTS AND TOWELS AS DETAILED HEREIN.

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Clients will provide the Contractor with a list of names of people requiring garments, along with the quantity of towels required.

The Contractor shall take all the necessary measurements to ensure that there is a clean garment available each week (or as arranged) for each person on the list, and buttons are to be non-metallic when requested.

The charges shall be computed as follows: [Quantity of items arranged for] x [item price] = [total cost per week (or period arranged for)].

These charges will be rental prices and will be charged whether the items are laundered or not.

In case of loss by theft from the client's premises or where major damage is caused by fire or otherwise, Canada's liability shall be limited to the cost appearing in the final column of Appendix "A."

Exchanges of delivered garments or towels are to be arranged on a weekly basis, unless indicated otherwise by a client.

Time of pick-up and exchange and other delivery conditions shall be stipulated by the client.

HAND TOWELS: Laundering: The Contractor shall launder towels by the usual commercial or any patented process to ensure removal of dirt, grime, dust, grease, paint or other industrial types of soil.

FITTING OF GARMENTS: Each employee is to be outfitted with three (3) garments. The Contractor shall visit each client, take measurements and determine the size of garments required for each employee.

IDENTIFICATION: Each garment shall be marked or labelled by the Contractor to identify the employee for whom it has been fitted.

SPECIFICATIONS: Garments shall be equal in quality and style to those normally provided commercially for this type of service.

ACCOUNTING: The Contractor's delivery agent shall accept the client's count of soiled garments and towels, which the agent may check, and sign a delivery slip to be kept by the client. The Contractor's delivery slips for cleaned items will be signed by the client.

REPAIR AND REPLACEMENT: Buttons are to be replaced and all garments in reasonable condition of wear shall be repaired and neatly patched by the Contractor. Garments showing unreasonable wear and non-durable garments are to be replaced by the Contractor without charge to the client.

CLEANING: The Contractor shall clean garments and towels by the usual commercial or any patented process to remove dirt, grime, dust, grease or other usual industrial type of soil likely to be encountered in a laboratory, workshop or ore dressing mill. Garments must be neatly pressed and folded.

Remarks: Use this clause in conjunction with B7005D.

B7000D (16/02/98) Outright Rejections

1. If prevalent throughout, the following conditions will cause rejection of the full pieces:

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- (a) mill creases/calendar marks;
 - (b) edge to edge shading;
 - (c) tears, holes or marks beyond 12 mm from the outer edge of the selvage;
 - (d) poor dye penetration and/or streaks;
 - (e) weak or tender fabric;
 - (f) warp or filling defects throughout.
-

B7000D (01/05/96) Outright Rejections

Effective 16/02/98, this clause is superseded by B7000D.

Remarks: Use this clause in conjunction with B7005D.

B7001D (16/02/98) Outright Rejections

1. If prevalent throughout, the following conditions will cause rejection of the full pieces:
 - (a) poor dye penetration and/or streaks;
 - (b) weak or tender fabric;
 - (c) warp or filling defects throughout.
-

B7001D (01/05/96) Outright Rejections

Effective 16/02/98, this clause is superseded by B7001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7002T (15/09/97) Government Supplied Material Usage

1. Government Supplied Material (GSM) shall be used in the manufacture of the item(s) detailed herein. The bidder is required to state the required quantity per unit for each item. Material usage must be accurately estimated, as material required in addition to that estimated below must be purchased from Canada at the price indicated herein. Usage of GSM is a component of the bid price and will

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factor in bid evaluation. Failure to indicate the GSM required for each item will result in your bid being considered non-responsive.

2. Canada will provide to the Contractor the GSM specified in the Contractor's bid free of charge, including transportation charges to: _____.

Government Supplied Material:

- (a) Description;
- (b) Minimum Width;
- (c) Item
- (d) Quantity per unit
- (e) Price per unit *.

_____ m/ea

* Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate,

B7002T (01/05/96) Government Supplied Material Usage

Effective 15/09/97, this clause is superseded by B7002T.

B7003D (16/02/98) Government Supplied Material

1. Government Supplied Material (GSM) is the property of the Government of Canada. The Contractor is responsible for maintaining satisfactory records of the disposition of all GSM.
2. The GSM described herein must be used in the manufacture of the item(s) contracted. Only the quantity of material stated herein will be supplied by Canada without charge.
3. If additional GSM is required for Contract completion, it shall be purchased from Canada at the unit price stated herein, Goods and Services Tax or the Harmonized Sales Tax extra. Payment for excess material shall be in the form of a certified cheque payable to the Receiver General for Canada and shall be sent with the request for additional material directly to the attention of the Contracting Authority at the address specified on page 1. This material will be shipped to the Contractor, transportation charges collect.
4. Where pre-production sample(s) is a requirement of the Contract, the Contractor agrees that no GSM, with the exception of material required for the pre-production sample(s), shall be cut, used or processed until the government Technical Authority has approved the pre-production sample and provided a formal notice of acceptance. Damage incurred as a result of cutting GSM prior to acceptance of any pre-production sample(s) shall be the Contractor's responsibility.

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5. The Contractor shall replace or make good, at its own expense, any goods which fail to conform to the Contract requirements, as a result of faulty or inefficient cutting, manufacture or workmanship.
 6. In the event of problems with the GSM supplied, the Contractor shall advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed without guidance from the Contracting Authority, any costs incurred, and loss of GSM shall be at the Contractor's expense.
 7. The Contractor shall be required to rebate Canada for the value of GSM applicable to any quantity not delivered against the Contract. The value shall be calculated at the unit price and usage stated herein.
 8. Upon completion of the total Contract quantity, should there be GSM with a total value in excess of \$250, the Contractor is required to either:
 - (a) return the material to the sender with transportation charges to the account of Canada. The Contracting Authority is to be contacted to make appropriate arrangements; OR
 - (b) apply for an overrun to the Contract quantity. Prior approval by the Contracting Authority for an overrun is required under a formal Contract amendment.
 9. Canada will not be obligated to pay for work performed on any GSM that is damaged or lost while in the Contractor's care.
 10. GSM and/or rejected units containing GSM shall not be disposed of without written approval of the Contracting Authority. Transportation charges for the return of GSM where the Contract has not been satisfactorily completed shall be at the Contractor's expense.
 11. While a final GSM accounting is not automatically required for every Contract, Canada reserves the right to request a final accounting at any time within one year of the Contract completion date.
-

B7003D (01/05/96) **Government Supplied Material**

Effective 16/02/98, this clause is superseded by B7003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7004D (16/02/98) **Sponging - Wool or Wool Blend Material**

1. All wool or wool blend fabrics supplied by Canada shall be sponged before cutting. The sponging costs and any shrinkage loss is included in the quoted price.

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2. Canada will provide the Government Supplied Material free of charge to the Contractor, including transportation charges to the sponger indicated herein. The Contractor will be responsible for transportation costs from the sponger to its plant.

Name of Sponger: _____

Address : _____

B7004D (01/05/96) Spinging - Wool or Wool Blend Material

Effective 16/02/98, this clause is superseded by B7004D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7005D (01/05/96) Assessment of Faults in Textile Fabrics

1. The material covered by this Contract shall be free from imperfections and blemishes such as may adversely affect its appearance or serviceability as determined when viewed under inspection conditions satisfactory to the Quality Assurance Representative.
 2. Such defects (imperfections or blemishes) shall be strung (flagged) along the right hand selvedge of the face side using colourfast strings for each two (2) linear decimetres in which the defect occurs (not applicable to narrow fabrics 15 cm or less in width).
 3. Allowances shall be deducted from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. Gross length, net length and number of splices shall be recorded on each piece ticket. Net length shall be the basis for payment.
 4. Fabric with more than _____ defects per 100 metres ***square or linear*** shall be rejected.
-
-

B7007D (03/02/97) Tooling

1. The tooling listed herein shall be required for the performance of this Contract.
2. Cost of repair of damaged tooling through mishandling will be charged against the Contractor. Sharpening or slight nicking will not be considered mishandling.
3. Upon completion of contract, all related tooling owned by Canada on loan agreement shall be inspected 100 percent by the Contractor for condition and count. Any unserviceable items found

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shall be returned to serviceable condition. Non-repairable items will be reported to the Department of Public Works and Government Services (DPWGS).

Form CF 1280 will be prepared by the Contractor to confirm this has been done and will list any components which have been lost or are non-repairable.

Department of National Defence (DND) (Canadian Forces Technical Services Detachment) will verify action taken and DPWGS will authorize release of tooling for return to DND or for use on next contract.

Return of Tooling

4. Items shall be packaged in accordance with best commercial standards to ensure safe arrival at destination. The exterior of each box being returned to Canadian Forces Supply Depots shall be identified as follows:
 - (a) description;
 - (b) NATO Stock Number;
 - (c) size;
 - (d) quantity.
5. Items not identified or not packaged in accordance with this requirement shall be returned to the Contractor. The Contractor shall be liable for return shipping costs and associated labour costs involved.
6. The cost of shipping the tooling to DND shall be paid by Canada provided such costs have been approved by the DPWGS Contracting Authority prior to shipment. Terms shall be FOB Delivery Destination.
7. All terms and conditions of Loan Agreement form DSS-MAS 7118 (11/76), and those under Section 21 of General Conditions DSS-MAS 9601 shall form part of this Contract.

B7007D (01/05/96) **Tooling**

Effective 03/02/97, this clause is superseded by B7007D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7008D (01/05/96) **Production Run for Patterns for Sealing**

The Contractor will be required to make patterns for sealing as a special lot after acceptance of the Pre-production Sample, if applicable, and prior to production. These patterns must conform to the technical requirements in all respects.

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Patterns not acceptable for sealing will be returned to the Contractor indicating their non-conformance and will require replacement.

Patterns for sealing will be forwarded from the Contractor's plant with a properly signed release document (CF 1280), if applicable, to:

Name: _____

Address: _____

B7009D (16/02/98) Tooling for Metal Insignia

1. The tooling required to perform the work under this Contract, and listed below, will be supplied FOB Destination by the Department of National Defence (DND). The cutting tools will not be supplied.
2. It is anticipated that the tooling will be available within fifteen (15) days of Contract award. However, in the event of a delay in delivery of this tooling, the Contractor shall not be entitled to have or submit a claim resulting from any delay in the delivery of this tooling. The title to the tooling shall remain vested in Canada including any replacement thereof.
3. Notwithstanding the provisions of Section 21 of General Conditions DSS-MAS 9601, during the course of the Contract, the Contractor shall take reasonable and proper care of the tooling while in his custody and shall maintain and/or replace the tooling at his expense if damaged through his mishandling or negligence. At the conclusion of the Contract, the Contractor will have in his possession a complete set of the tooling in a usable condition. The Contractor will not be responsible for any loss or damage to the tooling caused by fire.
4. Upon completion of the Contract, all related DND Canada-owned tooling shall be 100 percent inspected by the Contractor for condition and count. Any items found unserviceable shall be returned to serviceable condition. Non-repairable items will be reported to the Department of Public Works and Government Services Contracting Authority. A form CF 1280 will be raised by the Contractor to confirm the tooling being returned and will list any components which have been lost or are not repairable. The DND Quality Assurance representative will verify action taken by the Contractor and will authorize release of the tooling for return to Quality Engineering Test Establishment (QETE), Quebec City, for inspection and storage.
5. (a) Upon completion of the Contract, the tooling shall be immediately returned prepaid to:

Quality Engineering Test Establishment
Metrology Mechanics Laboratory
57A St. Louis Street
Quebec, Quebec G1R 3Z2
- (b) The exterior of each box being returned to QETE shall be identified as follows:
 - description;
 - kit no.; and
 - quantity.

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- (c) Items not identified or not packaged in accordance with this requirement and/or subsequently found to be unserviceable, shall be returned to the Contractor. The Contractor shall be liable for return shipping costs and all costs involved in restoring the tooling.
-

B7009D **(01/05/96)** **Tooling for Metal Insignial**

Effective 16/02/98, this clause is superseded by B7009D.

B7010D **(01/05/96)** **Labelling**

NOTE 1: This clause constitutes a deviation to the specification for marking and care labelling instructions.

1. Labels shall be clearly marked in accordance with the following:

- (a) Marking: A label shall be positioned as described in the technical data. The label and markings shall be in accordance with D-80-001-055/SF-001. The markings shall include in characters not less than 1/8 inch (3.2 mm) not more than 1/4 inch (6.3 mm) in height the following information:

- (1) Contract Number;
- (2) NATO Stock Number (number will be designated on the contract for item or size);
- (3) size identification (see Scale of Measurements); and
- (4) date of start of production (month and year).

e.g.: W8463-2-BD0W/01-PC
 8415-21-909-7043
 6732
 12 1992

NOTE 2: Where marking of items per above is not feasible, the NATO Stock Number shall be etched or indelibly marked where possible.

- (b) Care labelling: As specified in the technical data, using the care symbols in accordance with CAN/CGSB-86.1 and as specified in item description herein.
-

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7011D (01/05/96) Samples

SELECT PARAGRAPH AS APPLICABLE:

Government Available Material:

The Contractor shall be required to purchase within seven (7) calendar days following the date of award sufficient materials from the Royal Canadian Mounted Police (RCMP) to make up pre-production sample(s) and submit same for approval prior to commencing production.

Pre-Production Samples:

One or two pre-production samples, accompanied by the sealed sample where applicable, shall be forwarded to the Technical Authority for acceptance within _____ calendar days from notification of award of Contract ***and receipt of Government Supplied Material*** and receipt of Tooling***.

Production Samples:

A production sample two (2) metres in length, full width, shall be taken from the first production run and shall be forwarded to the Technical Authority, accompanied by the sealed sample(s), for acceptance within _____ calendar days from notification of award of Contract.

If the first sample(s) is/are rejected, second sample(s) shall be submitted within _____ calendar days of notification of requirement.

The Contractor shall carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

The sample(s), and a copy of the inspection and test report(s), shall be forwarded to the Technical Authority, transportation charges prepaid, and without charge to Canada.

The Technical Authority shall notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). The notice of conditional acceptance or acceptance shall not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.

The Contractor shall not commence or continue with production of the items under this contract and, if applicable, shall not make any deliveries in response to any call-ups (DSS-MAS 942), until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. The production of the Contract balance prior to sample acceptance is at the sole risk of the Contractor.

Where the second sample(s) submitted by the Contractor is/are rejected by the Technical Authority for failing to meet the contract requirements, the Contract may be terminated by the Minister for the default of the Contractor. Any such termination shall be pursuant to and governed by Section 26, Default by the Contractor, of General Conditions DSS-MAS 9601.

The Contractor shall contact the Technical Authority for direction prior to proceeding with this requirement. Sample(s) may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing. The waiving of this requirement will be at the discretion of the Technical Authority and shall be in writing.

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B7020D (25/05/01) Material

Material required to perform the work and not specified as Government Supplied Material shall be provided by the Contractor and all costs thereof are to be included in the price.

B7500D (16/02/98) Quantity Specified

The Contractor will deliver the quantity of goods specified in the Contract only. Canada does not accept liability for any shipment in excess of that quantity.

B7500D (01/06/91) Quantity Specified

Effective 16/02/98, this clause is superseded by B7500D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7800D (16/02/98) Quantity - Minimum/Maximum

A minimum delivery of _____ percent or a maximum delivery of _____ percent of the total quantity is acceptable to satisfy this requirement.

B7800D (15/12/95) Quantity - Minimum/Maximum

Effective 16/02/98, this clause is superseded by B7800D.

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B7801D (01/06/91) **Quantity - Minimum (95%)**

Effective 15/12/95, this clause is superseded by B7800D.

B7802D (16/02/98) **Quantity - Guarantee (85 percent)**

1. In consideration of Canada guaranteeing to accept 85 percent of the maximum quantity specified, the Contractor agrees:
 - (a) to be ready during the period specified to supply to Canada the remaining 15 percent, and
 - (b) to give to Canada an irrevocable option to purchase the remaining 15 percent at any time during the period at the prices shown herein.
-

B7802D (01/06/91) **Quantity - Guarantee (85%)**

Effective 16/02/98, this clause is superseded by B7802D.

B7803D (01/06/91) **Quantity - Approximation**

Effective 15/12/95, this clause is superseded by P1001D.

B7804D (01/06/91) **Overruns**

Effective 15/12/95, this clause is superseded by P1027D, P1028D.

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B7805D (01/06/91) Overruns

Effective 15/12/95, this clause is superseded by P1027D, P1028D.

B7806D (01/06/91) Overruns/Underruns

Effective 15/12/95, this clause is superseded by P1030D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7807D (01/06/91) Commercial Pack Quotation

Bidders are to quote on the pack quantities as specified for each of the applicable items in Appendix "B". In addition, if your commercial pack quantities differ from the basic, intermediate and bulk pack quantities shown in Appendix "B", you may indicate your commercial pack quantities and prices FOB Plant and Destinations on the attached Appendix "____". These prices may or may not be considered at the time of evaluation of tenders. If considered, the contract quantities would be adjusted, as necessary, to conform to the selected pack quantities.

Remarks: This clause is used to offer to provide a copy of the Canadian Government Catalogue of Materiel (CGCM) on CD-ROM as part of the information provided by the Government and to ensure the subsequent protection of the data. Use the following clause to inform the contractor of the terms and conditions for the distribution of the CGCM on CD-ROM. The contracting officer must ensure that the address of the National Defence quality assurance representative is clearly indicated in the contract.

B8041D (24/05/02) Catalogue of Materiel (CGCM) on CD-ROM

1. The Department of National Defence will provide a copy of the Canadian Government Catalogue of Materiel (CGCM) on CD-ROM, Publication A-LM-137-COM/LX-001 to the Contractor, upon written request to the National Defence Quality Assurance Representative (NDQAR) as specified in the Contract. The CGCM includes limited rights data of certain NATO countries or manufacturers, and such information is proprietary to these entities. Therefore, as required by NATO Standardization Agreement (STANAG) 4438, the Contractor shall be required to sign a non-disclosure agreement and protect the data in accordance with the conditions of the said Agreement.
2. Provisions of the CGCM will be coordinated through the NDQAR.

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B8041D (13/12/99) **Catalogue of Material (CDCM) on CD-ROM**

Effective 24/05/02, this clause is superseded by B8041D.

B8044D (16/02/98) **Mobile Repair Parties**

The Contractor's Mobile Repair Parties (MRP's) shall comply with the procedures set forth in Canadian Forces Technical Order CFTO C-02-005-011/AM-000, Mobile Repair Parties Manned by Contractor Personnel. All matters pertaining to the performance of the Work on the site shall be referred to the appropriate Base Technical Services Officer (or to his appointed delegate), who shall oversee the conduct of the Work and shall when appropriate signify satisfactory completion and acceptance of the Work by signing a copy of Appendices "C" and "D" to the aforementioned CFTO. On completion of the Work, the Contractor shall provide the Contracting Authority with a cost breakdown by category including person hours by trade, travel expenses, living expenses, etc. Costs shall be all inclusive, and shall reflect the actual amount being claimed.

B8044D (30/10/96) **Mobile Repair Parties**

Effective 16/02/98, this clause is superseded by B8044D.

B9000D (01/06/91) **Requirement**

This clause is cancelled effective 15/12/95.

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B9001D (01/06/91) Official Languages

This clause is cancelled effective 15/12/95.

B9001T (01/08/92) Introduction

This clause is cancelled effective 15/12/95.

B9001T (31/01/92) Introduction

Effective 01/08/92, this clause is superseded by B9001T.

B9002D (01/06/91) Mechanic Qualifications

All maintenance and repair work is to be performed by licensed mechanics, or apprentice mechanics under the direct supervision of a licensed mechanic.

B9003D (01/06/91) Recovery of Information

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9004D (16/02/98) Equipment

1. The Contractor has the following equipment available for the performance of the Work:

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DESCRIPTION

QUANTITY

(a) _____

(b) _____

(c) _____

B9004D **(15/12/95)** **Equipment**

Effective 16/02/98, this clause is superseded by B9004D.

B9005D **(01/06/91)** **Gaseous Pressure**

This clause is cancelled effective 15/12/95.

B9006D **(01/06/91)** **Docking Facility Certification**

Effective 15/12/95, this clause is superseded by B9006T.

B9006T **(15/12/95)** **Docking Facility Certification**

Bidders are to include with their Bid current and valid certification of the capacity and condition of the docking facility to be used for the Work. This certification shall be provided by a recognized consultant or classification society following an inspection of the docking facility.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may, in fact, preclude the facility from being considered as a possible dry docking site. The Bidder is further

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required to demonstrate to the satisfaction of Canada that the certified capacity of its dry docking facility is adequate for the anticipated loading as specified in the related dry docking plans and other documents.

B9007D (15/12/95) Outstanding Work

The Department of National Defence (DND), Quality Assurance Representative (QAR), in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the refit. This list will form the annexes to the formal acceptance document, Record of Inspection, CF1148.

B9007D (01/06/91) Outstanding Work

Effective 15/12/95, this clause is superseded by B9007D.

B9008T (01/06/91) Hovercraft - Requirement

This clause is cancelled effective 01/12/92.

B9009D (15/12/95) Data Collection

To enable the Department of National Defence (DND) to establish data with respect to availability and location of spares required for refits to auxiliary vessels, the Contractor is to supply the DND Quality Assurance Representative (QAR) with a copy of all purchase orders relating to spare parts used for work specified in the Maintenance and Repair Specification List (MRSL) and unscheduled work. Information on cost of spares is not required in these instances.

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B9009D (01/06/91) **Data Collection**

Effective 15/12/95, this clause is superseded by B9009D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9010D (01/06/91) **Requirement**

To supply and deliver the item(s) listed on Annex "___" attached hereto and forming part of this document.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer must list the equipment agreed to in B9011T.

B9011C (16/02/98) **Required Equipment**

1. The Contractor shall have the following equipment available for the performance of the Work:

DESCRIPTION	QUANTITY
(a) _____	_____
(b) _____	_____
(c) _____	_____

B9011C (15/12/95) **Required Equipment**

Effective 16/02/98, this clause is superseded by B9011C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9011T (16/02/98) **Required Equipment**

1. The following equipment is to be available for the performance of the Work:

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DESCRIPTION	QUANTITY
-------------	----------

(a) _____	_____
-----------	-------

(b) _____	_____
-----------	-------

(c) _____	_____
-----------	-------

2. The Bidder may propose alternate equipment/quantity to that stated above, provided the alternate equipment/quantity proposed is adequate to provide the same performance as the stated equipment.
-

B9011T (15/12/95) Required Equipment

Effective 16/02/98, this clause is superseded by B9011T.

B9013T (01/08/92) Services to be provided

This clause is cancelled effective 15/12/95.

B9017T (01/08/92) Period of Service

Effective 31/03/95, this clause is superseded by A9009D.

B9020T (01/08/92) Bidder's Conference

This clause is cancelled effective 31/03/95.

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B9021D (01/08/92) Insurance Requirements

Effective 01/12/92, this clause is superseded by G6000D.

B9022D (01/08/92) Insurance Requirements

Effective 01/12/92, this clause is superseded by M2018D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance services of equipment.

B9023C (01/05/96) Requirement

1. The Contractor shall perform on-site preventive and remedial maintenance services during the Principal Period of Maintenance (PPM) for Canada-owned electronic data processing equipment as identified in Appendices "____" hereto; and
 2. On an as-and-when-requested basis, the Contractor shall perform on-site preventive and remedial maintenance services outside the PPM, as detailed in Appendix "____" hereto;
 3. The services are described in detail in Appendix "____" attached hereto.
-

B9024C (01/05/96) Optional Requirement

Effective 30/10/96, this clause is superseded by B9024D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

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B9024D (30/10/96) Optional Requirement

1. The Contractor hereby grants to Canada and Canada shall retain an irrevocable option exercisable at any time during the Contract period to procure any or all of the optional services described in the Statement of Work and to require the Contractor to continue to perform the services detailed herein, in accordance with the terms and conditions contained or referenced herein, at the firm lot price specified in the Basis of Payment.
 2. The Contractor shall be given a minimum of "_____" working days notice in writing by the Contracting Authority indicating that Canada intends to exercise the option.
 3. The option may only be exercised by the Contracting Authority, and the exercise of the option will be evidenced through a formal Contract Amendment.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for "as-and-when requested" on-site maintenance of Canada-owned equipment.

B9025C (01/05/96) Requirement

1. The Contractor shall perform on-site maintenance and related services with respect to Canada-owned equipment and components located at _____ sites, as identified in Appendix "_____" attached hereto. The work shall be performed on an AS-AND-WHEN REQUESTED basis in accordance with the Statement of Work attached hereto as Appendix "_____."
 2. This Contract shall not oblige Canada or the Maintenance Coordinator to authorize or order all or any of the services specified, or to spend the total estimated cost or any part thereof. Canada's liability under this Contract shall be limited to that which arises from Work Requests issued by the Maintenance Coordinator, against this Contract, made within the period specified herein.
-

Remarks: Use the following clause in solicitations and contracts for maintenance services of Canada equipment.

B9026D (01/05/96) Modifications of Equipment List

Canada reserves the right to add equipment to and/or delete equipment from the Contract upon thirty (30) days' written notice. The Contract price shall be adjusted to reflect any change in price resulting from any such additions or deletions.

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B9027D (01/05/96) Replacement Parts

It is the responsibility of the Contractor to supply all parts and components necessary to satisfy the services required by Canada. Replacement parts and subassemblies provided by the Contractor must be of new or like-new quality and equivalent in function to original equipment parts. Replaced parts shall become the property of the Contractor with the exception of any media or electronic component which contains Canada's confidential information. This information is to be erased in conjunction with, and with the permission of Canada. All Contractor-supplied parts and associated labour will carry a ninety-day (90) warranty.

B9028D (01/05/96) Access to Canadian Facilities

1. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - (a) client's premises;
 - (b) client's computer systems (micro computer network);
 - (c) documentation;
 - (d) personnel for consultation;
 - (e) office space, telephones, desk space, manuals and terminals.
 2. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
 3. Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
-

B9029D (21/06/99) Administration Provisions

1. For the purposes of this requirement, the following working hours and overtime periods shall apply:
 - (a) A normal working day shall be any 7.5-hour period between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive, and totaling 37.5 hours per week.
 - (b) Overtime Monday to Friday will commence after 7.5 hours of continuous work each day.
 - (c) Overtime Saturday and Sunday will be any period worked either Saturday or Sunday.
2. Travel beyond a 40-kilometers radius of the work site will, when authorized by the Department of Public Works and Government Services (DPWGS) Inspection Office, be paid in accordance with Treasury Board Travel Directives for the Public Service, current issue in force at the time, and such expense incurred shall be paid without any allowance for overhead or profit.
3. No allowance will be made for any removal expense incurred by the assigned personnel either to or from the work area.

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4. During the term of the Contract, the scheduling of vacation time and/or time off for the incumbent shall be as per agreement with and the prior approval of the DPWGS Inspection Office, whose prime concern will be to ensure adequate staff is available at all times.
-

B9035D (10/12/01) Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility and will be scheduled by the Public Works and Government Services Canada Contracting Authority as and when required. Contractor's attendees at these meetings, as a minimum, will be the Contract Administrator and Project Manager.

1. INTRODUCTION

The purpose of this study is to investigate the effects of ... on the ... of the ... system. The study is divided into two main parts: a theoretical analysis and an experimental investigation. The theoretical analysis is based on the principles of ... and ... The experimental investigation is based on the results of ... and ...

The results of the study show that ... The theoretical analysis indicates that ... The experimental investigation confirms the theoretical results and shows that ...

- 1. Theoretical analysis
- 2. Experimental investigation
- 3. Results and discussion
- 4. Conclusion

The study is based on the following assumptions: ... The results of the study are valid for the following conditions: ...

The study is limited by the following factors: ... The results of the study are subject to the following uncertainties: ...

The study is a preliminary investigation and further work is required to confirm the results and to extend the range of conditions over which the results are valid.

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